

BOARD OF SUPERVISORS

Brown County



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EXECUTIVE COMMITTEE

Tom Lund, Chairman, Patrick Moynihan, Jr., Vice-Chairman
Patrick Buckley, Bernie Erickson, Erik Hoyer,
Tom Sieber, John Van Dyck

EXECUTIVE COMMITTEE

Monday, April 8, 2019

5:30 p.m.

Room 200, Northern Building
305 E. Walnut St., Green Bay

NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION
ON ANY ITEM ON THE AGENDA.

- I. Call meeting to order.
- II. Approve/modify agenda.
- III. Approve/modify Minutes of March 11, 2019 and Special Joint meeting of March 11, 2019.

Comments from the Public

1. Review Minutes of: None.

Legal Bills

2. Review and Possible Action on Legal Bills to be paid.

Communications – None.

Internal Auditor

3. Status Update: March 1 - 31, 2019.

Corporation Counsel

4. Oral Report.

Resolutions, Ordinances

5. Resolution Regarding the Sale of Four Parcels of Land – Brown County Golf Course. *Referred from March County Board.*
6. Resolution Authorizing and Approving the Contribution of Property to the Ashwaubenon CDA and Authorizing and Approving a New Lease with the Ashwaubenon CDA Regarding the Brown County Expo Center and Resch Center.
7. Resolution Authorizing Grant Application to the WI DNR in Order to Acquire Approximately 4.54 Acres of Land on Nicolet Drive for a Public Safe Harbor Boat Landing.
8. Resolution Regarding Table of Organization Change Health and Human Services Department Community Services Addition of One CLTS Social Worker/Case Manager.
9. An Ordinance to Amend Section 3.11 of Chapter 3 of the Brown County Code of Ordinances (Out Of County Travel Expense Reimbursement).

Department of Administration & Human Resources

10. Director of Administration Report.
11. Human Resources Report.

County Executive – No Report.

Other

12. Such other matters as authorized by law.
13. Adjourn.

Tom Lund, Chair

Notice is hereby given that action by the Committee may be taken on any of the items, which are described or listed in this agenda. The Committee at their discretion may suspend the rules to allow comments from the public during the meeting. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

**PROCEEDINGS OF THE BROWN COUNTY
EXECUTIVE COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the Brown County Executive Committee was held on Monday, March 11, 2019 in the auditorium of the Central Library, 515 Pine Street, Green Bay, Wisconsin.

Present: Chair Lund, Supervisor Moynihan, Supervisor VanDyck, Supervisor Sieber, Supervisor Hoyer, Supervisor Erickson
Excused: Supervisor Buckley
Also Present: Corporation Counsel Hemery, Public Works Director Paul Fontecchio, Supervisors Tran, Landwehr, Brusky, Kneiszel, Borchardt, Director of Administration Chad Weininger, Register of Deeds Cheryl Berken, Village of Denmark President Greg Mleziva, Golf Course Superintendent Scott Anthes, Internal Auditor Dan Process, other interested parties

I. Call meeting to order.

The meeting was called to order by Chair Tom Lund at 7:05 pm.

II. Approve/modify agenda.

Motion made by Supervisor Hoyer, seconded by Supervisor Sieber to modify the agenda and move items 4, 15 and 16 to follow Comments from the Public. Vote taken. **MOTION CARRIED UNANIMOUSLY**

III. Approve/modify Minutes of February 11, 2019.

Motion made by Supervisor Sieber, seconded by Supervisor Hoyer to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Comments from the Public- None.

Although shown in proper format here, items 4, 15 and 16 were taken at this time.

1. Review Minutes of:

- a) Benefits Advisory Committee (September 24, 2018).

Motion made by Supervisor Van Dyck, seconded by Supervisor Sieber to receive and place on file. Vote Taken. **MOTION CARRIED UNANIMOUSLY**

Legal Bills

2. Review and Possible Action on Legal Bills to be paid.

Motion made by Supervisor Moynihan, seconded by Supervisor Hoyer to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Communications

- 3. Communication from Supervisor Tran re: For Corporation Counsel to draft a lobbyist registration ordinance that would require any individual or for-profit business that hires someone to influence County Board actions to register with the County Clerk, that registration be made part of the public debate so residents know who is being lobbied, a statement of who is paying the lobbyist to lobby, and how much the lobbyist is being paid, who they lobbied and provide penalty for noncompliance; *Referred from September 2018 County Board.***

Supervisor Tran wished to amend the language of the first part of this to say "for Corporation Counsel to draft a lobbyist registration ordinance that would require any individual, business entity or organization profit or non-profit..." The legislative intent of this ordinance is to provide the fullest opportunity for individuals or organizations to petition the Board and to express freely their opinions on legislation and policies. With that

said, the public is owed full disclosure and has the right to know who seeks to influence the actions of our Counties' government. This full disclosure process will allow the public to evaluate any undue influence the decision making process of Board members. This is meant to preserve integrity of our government. Currently we do not have a procedure or guideline where the persons that act as lobbyists provide a full disclosure to the public of who they are, who employ their services and so forth. The City of Green Bay has an ordinance similar to this.

Corp Counsel Hemery stated that he did start looking at it and there are some model ordinances out there. So they wouldn't have to recreate the wheel if they were directed to do this. They would need some time to work through this though.

Supervisor Van Dyck asked about the City of Green Bay having something in place and wondered if she had any information about how many people have ever registered under their language.

Tran replied that the information she had was dated July 12, 2011 and this document defined what was passed and she read an excerpt from that document. This proved that they have had an ordinance such as this in place for some time.

Van Dyck wondered where the responsibility for a Board member lied. His concern was that do they have to ask people if they are a paid lobbyist or something to that effect every time someone contacts them in the future.

Hemery said in the ones he looked at, this wasn't the case. It is more on the lobbyist themselves to register if they are engaging in certain types of activities. If they don't, there would be a penalty against the lobbyist. He said that he has not seen anything that indicated a Board member would be required to do that.

Tran noted that she would have no problem waiting until January 1st, 2020 to give Corp Counsel ample time to work on this. She informed them that nothing has to be done in the next 30 days, she just wants more transparency and that's the intent.

Supervisor Sieber mentioned that if Corp Counsel found certain issues that they wanted to come back and run by the committee in 30 days for some additional direction they would be welcome to do so.

Van Dyck asked Corp Counsel if this was an item that could be pulled at the County Board.

Hemery answered that it could be pulled from the referral as it has been acted upon.

Van Dyck stated that a lot of times these things are passed at the committee level and they send Corp Counsel off to prepare them for the full Board. Then they argue about them at the Board and shoot them down emphatically after all that time was spent. Maybe what should be done is a line item on the agenda and if it isn't going to pass then it can be done before all the effort is made to come back with it. He felt as though, in general, before they go through the exercise on any of these resolutions that they should get a preliminary go ahead.

Supervisor Hoyer felt that this proposal would have a chilling effect on the overall committee structure. He cannot think of an instance where something like this has been an issue.

Chair Lund agreed with Hoyer. If they stopped sending things to Corp Counsel to look into they might as well get rid of the committee structure and have 2 meetings a month as a whole. Every committee gives certain things for directors to look into and then they come back and bring those before the committees.

Lund then had a different question for Hemery. This was that a lot of people are lobbyists but they also have the right to freedom of speech and may be asking about a whole different item then what they are getting paid to do, in that case do they have to emphasize they are a lobbyist but they are calling about something else?

Hemery thought that was an interesting question and he would keep that in mind as he worked through it.

Tran spoke to the fact that this doesn't impede any constitutional rights in any way. In Washington D.C. lobbyists are speaking before Congressmen and Senators all the time. There are procedures on what is considered the norm for these types of activities and those are spelled out pretty well in the ordinances.

Van Dyck asked about when the "not for profit" terminology was added, which he agreed with, he wondered if paid individuals were the only ones being talked about because if that was the case then it should be added. He was thinking about some of the individuals that have contacted him in the past few months and specifically mentioned the League of Women voters being quite active in petitioning to have a redistricting committee put together. Would they have to register then?

Tran replied that she knew that the League of Conservation voters went to the City of Green Bay and registered there. None of their work is paid but it is still influencing the decision making process. They would have to look at the ordinances and see what is in there. At this point she cannot definitively answer this question. She knows of individuals who went to register and were told that there is no ordinance.

Hemery said that all the paid lobbyists are indeed regulated. He hasn't yet seen a regulated unpaid one but he hasn't necessarily delved that deep.

Van Dyck says this idea of "paid vs. unpaid" is a slippery slope.

Hemery highlighted that there is always a lot of questions when regulating speech.

Motion made by Supervisor Sieber, seconded by Supervisor Moynihan to refer to Corp Counsel and report back in 60 days. Vote taken. MOTION CARRIED UNANIMOUSLY

4. Communication from Supervisor Landwehr re: I request a procedure be considered on how meeting date changes be communicated to all board members.

Supervisor Landwehr started off by explaining the situation. When there was a stretch of bad weather in the County this winter, some committee meetings were rescheduled and/or canceled. He understood the fact that when the County Board office is closed it's difficult to get that word out. There were some calls made to Administration and they helped with that. He noted, the Board has a good relationship with Administration at the moment, but some of these things need to be looked at long term. He wants this to be as simple as possible, so he suggested a policy that the Board office staff sends out an email notification as the first option. In an event where they are not available then the committee chair of the committee that is being rescheduled could send out an email to the Board members to indicate that change.

Supervisor Moynihan spoke about the storm that canceled PD&T on a particular Monday, in that case the employees were informed of a shutdown from Administration on that Sunday. Staff does not have the ability to work from home to send out communications so they never got the opportunity to do so. He highlighted the fact that he took care of that capability already.

Supervisor Van Dyck spoke along the lines of communications and to the fact that he doesn't feel that everyone is getting their emails on a regular basis. Maybe this is something that could be taken up by Administration down the line. With work emails, County emails, and personal emails the County emails may not always be something that is looked at on a regular basis. The County could possibly look into a texting option because if a meeting gets canceled or something along those lines where a Supervisor wants to contact another as soon as possible this may be a good option.

Landwehr agreed due to the fact that the company he works for owns the phone where he has his work email. Therefore, he doesn't have his County email on that phone. Making it hard, at times, to check County emails all the time.

Lund thought it could be looked into with IT and asked Corp Counsel Hemery to look into the legalities of having a text chain for Supervisors.

Motion made by Supervisor Moynihan, seconded by Supervisor Hoyer to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Referral from February County Board

5. Discussion and possible action regarding a determination of the appropriate oversight committee for the Department of Administration and for Human Resources. *Motion at February Executive Committee: To have Administration and Human Resources report to Administration Committee and refer to Corporation Counsel to draft appropriate ordinance change.*

Supervisor Moynihan said that this was sent back because the line of communication was perhaps blurred last month. Now the Department of Administration and Human Resources report to Administration Committee and this is what is reflected in the resolution and that's why it was killed. He felt that Supervisor Sieber was looking for something more.

Supervisor Sieber explained that Human Resources and the Department of Administration are one department. The ordinances say the Administration is a finance committee whereas Executive is a personnel committee. Right now there is one person reporting to different to different committees and the way committees are set up is that each department head reports to one committee only. Last month they decided that Administration is probably the place for that. He thought that the Director of Administration should be reporting to one committee and one committee only. They can always request for department heads to report before Executive Committee to talk about any issues. He believed the motion made last month was the right motion. All committees are fairly strong and have different departments that report to them, so he looked at this as an effort to keep Administration a strong committee. He suggested remaking the motion that was mad last month.

Van Dyck agreed with what Sieber was trying to accomplish. He saw a differentiation with the ongoing management of those two departments. When it comes to budget time, for example health insurance and pay raises, since those go over all departments a report should come before this committee once per year.

Director of Administration Weininger explained that the special revenue funds are through Executive Committee which is reviewed in the Administration Committee. But, other than those, there is only one other set of funds that are approved through Executive Committee. The reason being is that around budget time there are some concrete numbers for some funds that are always in flux.

Sieber asked if they wanted to send those funds over to Administration.

Lund agreed to do this.

Weininger explained that the reason that bonding comes before Executive Committee is that bonding encompasses many different departments, not just Administration. He felt that one nice thing about going to both, Executive and Administration is that more people on the County Board hear issues and can offer insight for them.

Motion by Supervisor Sieber, seconded by Supervisor Hoyer to have Administration and Human Resources report to Administration committee and refer to Corporation Counsel to draft appropriate ordinance change. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Internal Auditor

6. Status Update: February 1 – February 28, 2019.

Motion made by Supervisor Moynihan, seconded by Supervisor Hoyer to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

7. 2018 – 2019 Carryover Funds.

Internal Auditor Dan Process added that there were some dollars set aside for tablets and they requested that to be carried over in case supervisors would want them. This was denied but it was something that was being

carried over since 2016 and those funds are no longer there. If there were supervisors that wanted the tablets then Administration would work with the County Board on this.

Van Dyck asked if these types of funds could be carried over for the system they were talking about getting.

Weininger replied that this is what contingency funds would be for.

Motion by Supervisor Erickson, seconded by Supervisor Sieber to suspend the rules and take items 7, 9 and 10 together. Vote taken. MOTION CARRIED UNANIMOUSLY

Motion by Supervisor Erickson, seconded by Supervisor Moynihan to approve items 7, 9 and 10. Vote taken. MOTION CARRIED UNANIMOUSLY

Corporation Counsel

8. Oral Report.

Corp Counsel Hemery said the only thing that he has is that he misses one County Board meeting every year and the March meeting next week is that meeting. He will be out of town and Attorney Greg Gerbers will be acting as Corp Counsel.

Motion by Supervisor Moynihan, seconded by Supervisor Sieber to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

9. 2018 – 2019 Carryover Funds.

See action in item 7 above.

County Executive

10. 2018 – 2019 Carryover Funds.

See action in item 7 above.

Resolutions, Ordinances

11. Resolution Approving Budget Carryover Requests From 2018 Budget to 2019 Budget.

Motion by Supervisor Van Dyck, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

12. Resolution Regarding Table of Organization Change Register of Deeds – Real Estate Specialist.

Motion by Supervisor Erickson seconded by Supervisor Hoyer to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

13. Resolution Regarding Table of Organization Change for the Public Works – Facilities Department – Reclassification and Deletion of Positions.

Lund had a question about the fact that they used to have a supervisor for the individuals that were doing these jobs so he wondered if there was anyone in the organization that would supervise these roles.

Public Works Director Paul Fontecchio noted that at the downtown campus they have one manager that supervises both housekeepers and mechanics and they are going with that same model. They've had a couple of retirements giving them the opportunity to reorganize these positions. Specifically by merging 2 managerial positions into one and that person has already been hired and is starting on Monday March 18th. This deletion of a managerial position frees up some money to have some additional housekeepers.

Moynihan noted that underneath the 3rd whereas, the way it's worded seems like they are hiring positions for a facility that doesn't exist.

Fontecchio replied that one of the positions they are hiring will be hired immediately, while the other position they are waiting on STEM funds for that position making it around a July hire.

Motion by Supervisor Erickson seconded by Supervisor Sieber to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

14. Resolution Supporting the Village of Denmark Business Development Corridor.

Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to approve. *No vote taken.*

Sieber noted that it looks pretty straightforward and the County is basically putting \$900,000 into this. He asked if it was the Counties' commitment with the reimbursement of the \$450,000 in 2021 and 2022.

He was told that it was.

Sieber replied that this sounded good to him. Underneath the second "be it further resolved" on the last page it states "be it further resolved, that any and all cost overruns, or additional funds needed for the aforementioned projects shall be borne by the Village of Denmark." He thought that the verbiage "...be borne by the Village of Denmark" should actually read "...not be borne by the County of Brown." He doesn't want a situation like they had with Green Bay Packaging and he doesn't want anyone coming back and asking for more money for cost overruns and things like that.

Van Dyck wanted Fontecchio to confirm that this \$900,000 is not being removed from some specific road project to where they're going to have a municipality calling them who has a road project in their area and speak of a deferral of that \$900,000.

Fontecchio said that they are not moving one specific project out for another or anything like that. It's going to reduce their overall total in those years that they can apply to County projects. When they start the budget they will revise their 6 year CIP and then projects end up getting put on hold. They move things around as they have to, but every year they redo the 6 year plan and that's where adjustments will be made.

Van Dyck wondered about when they passed the \$60 million for roads if there was a specific list of roads in there.

Fontecchio said there was not and they just kept working through their 6 year road plan and that somewhat encompassed that list but that does get changed every year. They make adjustments based on things like fast deterioration to certain roads and things like that.

Lund wondered about the economic impact and if he had the numbers on how much this would cost the taxpayers.

Greg Mleziva The Village President from Denmark

Mleziva came up and said that they looked at it and said they really need to monitor their return on investment. They are a small municipality and they have annual revenues of around \$800,000 through taxpayers and a lot of that is concentrated on homeowners so they looked to diversify their portfolio. The Village was told they would boom with investment and it never happened so they went out and tried to strategically purchase property. With this, they quickly got a Kwik Trip interested almost immediately but the traffic flow wouldn't allow it, so Fontecchio suggested a roundabout. The closest they could put it was 888 ft. from the interstate because of the 1000 ft. setback and this opened up other property they had South. Salm Partners is looking to expand out of the County and saw this as a great opportunity. The Village got a commitment of over \$35 million for phase 1 of this. Including all the commitments they have to date, they figure the County would net around \$148,000 a year and this is minimal as they have a lot more property yet to develop. When they did the math it makes sense as long as they have some help.

Lund wanted this for the record to show the real payoff of this. There is some payoff and it pays off pretty quickly.

Mleziva said the payoff is 2 fold, cash payoff, and \$3 million in jobs and then more homes are built etcetera.

Motion made by Supervisor Sieber, seconded by Supervisor Erickson to amend the last "Be it Further Resolved" of the Resolution by striking the wording "...be borne by the Village of Denmark" and adding the wording "...not be borne by the County of Brown" in its place . Vote Taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Moynihan, seconded by Supervisor Sieber to approve as amended. Vote Taken. MOTION CARRIED UNANIMOUSLY

15. Resolution Regarding the Sale of Four Parcels of Land – Brown County Golf Course.

Van Dyck started by giving some background. About 4 years ago at the Ed & Rec Committee they did vote to consider selling this particular property. From the Golf Course's standpoint it doesn't appear to be in the long term plans. It was purchased for that years ago, but with changes in laws with wetlands and things like that there is just not enough land there.

Golf Course Superintendent Scott Anthes indicated that this property was not in the long term plans of the Golf Course. Those 4 parcels are right around 80 acres and some of that is utilized for parking, so some of that acreage would not be sold. But, only about 23 acres of that 80 is not considered wetland.

Van Dyck said that they brought it forward because it was the desire of the committee to sell this property. Landwehr and himself met with the Village of Hobart because they had expressed some interest in developing the property. The intent of the Ed & Rec Committees' communication at that meeting was to enter into some kind of memorandum of understanding with the Village to go out and find someone that would develop this, they had a 6 month timeframe to do so. It was decided that the Village was in a better position than the County to go about finding someone. He knew that Corp counsel had an issue with the memorandum of understanding so the resolution boils down to that the County wants to sell the property, but they won't do so for a 6 month period of time. He understands what they're trying to do but he doesn't necessarily agree with the approach. The memorandum of understanding puts the Village that it is only being held onto specifically for them to do something with it within a 6 month timeframe.

Landwehr said that they might be overthinking this. What it comes down to is something like, if your house needed painting someone lives next door who is a good painter, are you going to get tied up in a bunch of questions, or are you going to allow them to help? He noted that Hobart isn't asking for any exclusive rights they are basically offering up their abilities in the best interests of the Village, the County and the Pulaski School District. Any proposals the Village comes back with will be filtered through the County for approval. Hobart knows what they are doing, and they've also already passed a resolution offering up their services.

Lund noted that they have the resolution before them at this meeting. It specifically says that they won't sell the property for 6 months, this tells Hobart or any other developer that is interested that Brown County does have interest in selling the property. But they want to hear requests for proposals and those would be heard in the October timeframe. Lund feels this resolution would allow anyone who wants to develop the property to start undertaking it.

Anthes concern with giving it out to developers is that if nobody comes back and wants to develop this then they are shooting themselves in the foot with another known entity on a price. They may be undercutting themselves because the other entity may know that nobody wants the land so they will not offer the highest dollar they may have without that information.

Lund responded that they are already going to know that they've discussed the land because it's been at a meeting. If they never discussed it and somebody came out nowhere with a dollar amount for them then they would have to find out what the value of it is.

Van Dyck pointed to Landwehr's point that the resolution reads, "Brown County desires to entertain offers to purchase the 4 parcels and is willing to hold off on putting the 4 parcels on the market for sale for a period of 6 months in order to provide entities and individuals with the time necessary to prepare offers for purchase." He

highlighted that it is not going to be put on the market for 6 months but they're entertaining offers for purchase, which is selling it. He doesn't understand what the original thought was because someone doesn't entertain offers for purchase unless they're selling something. He understands that trying to develop this land in the long run is more beneficial from a tax revenue perspective but he has his concerns with someone coming forth to develop it. He doesn't understand why they don't want to go down the road with the memorandum of understanding with the Village for 6 months and then simply put it on the open market for anybody to bid on it and the highest bidder takes it.

Corp Counsel Hemery offered a bit of history regarding this property. First, it started at Ed & Rec and then it came to Corp Counsel. It was pointed out that it deals with real estate so it had to go to Executive Committee. Executive committee discussed this matter and in the end resolved to allow all entities six months to put together their proposals so the County could receive offers and determine which is most advantageous to the County. Responding to the excerpt that was read this was not to sell the property for 6 months "in order to provide entities and individuals time necessary to prepare offers for purchase." This does not mean they can submit them in the period of 6 months, they could, but they made it clear that they are not selling it. The whole idea initially was that Hobart needed time to put together an offer to purchase, so they wanted the County to wait 6 months before selling the property. He believed that this resolution does both what Hobart wanted and what the Executive Committee asked for, which is basically refraining from selling the property for six months and that gives any entity time to get everything together and make an offer to the County, whether that be Hobart, another entity, or a private person. He thought this is as simple as it gets. It sounded like the main point was that the County was willing to hold off on selling land or even entertaining an offer for 6 months while Hobart in particular, or any entity can prepare offers. He informed them that he can change the resolution however the Committee wants.

Van Dyck noted that in a normal sale process bids would be in by a certain date and they would be looked at and decided upon after that date. All this resolution says is that they can prepare offers to purchase and they can't sell it until on or after September 20th 2019 but they still haven't come up with a way of marketing this. In the grand scheme if they make this decision, he highlighted that they haven't put together a plan on how it is marketed, who's going to market it and so forth. He said unless they actively market it, they won't get any offers back unless they simply tell an entity or Hobart it is for sale. His concern is what happens on or after September 20th 2019. Does it come back again, and they have to say they are accepting offers up until a certain date and they are either going to accept or reject those offers then?

Hemery said this resolution wouldn't allow the sale before that date anyways so they come back on that date and weigh the offers and they determine what is most advantageous to the County. He tried to keep this simple and the main thing was that an entity needed time to come up with a proposal and they just wanted a 6 month timeframe to do so and they didn't want it sold in the meantime.

Lund wondered if there was a way to write it saying that proposals are due on or before September 20th. The way it is set up right now would concern him as a developer so now if he sends one in 2 months from now, would it be public information at that point?

Van Dyck said he appreciated the simplicity and understood where it was going but he would like to see a firm process where somebody is putting forth some kind of an offer. He's okay with if they want to accept offers up until September 20th 2019 and they will open those offers like they do any other time.

Hemery reminded them that this is why they have full RFP, RFQ, and RFIs and those all lay out how many bids you submit, who they are awarding everything to such as the lowest bidder in certain circumstances or the bid that is most advantageous to the County in the long run. He summarized that this should be referred back for further discussion because it would be more than just saying the bids are due by this date because what bid are they taking? Is it the highest bid, the bid that's most advantageous to the County? The idea here was to keep it simple because there was one main entity that was interested and the County wanted to give them time to write a proposal.

Lund asked them to make a motion to pass this and then refer the actual sale of the property back. They could take it up next month at the Executive Committee to outline what the process is going to be. But, if they don't

pass this at this meeting then they could take a bid in the next 2 weeks to sell the property to whoever comes forward.

Supervisor Sieber said the County doesn't sell property that isn't for sale and the bottom line is this property is not at this time. The treasurer has employed the services of a realtor for the County so if you want to market the property then this would be the way. He thought this got lost in making sure it was in order when it is really simple and straightforward. They can put the property on the market and if they wanted it marketed more the realtor could take over they could put it out there, give it a closing date, and attach the minimum offer they would take. There is a process and procedure this is done by as this is not the first property they've sold as a County. Determining the wait period and how you want to sell something are the normal challenges of a realtor.

Lund would look to have a motion to approve this and all the other things can be talked about. This is not about selling the property it is about holding off on a sale for 6 months.

Van Dyck asked about changing the resolution to say "hereby resolves to sell parcels... on or after September 20, 2019." Because then you're saying that you're going to sell it, then next month it can be referred back. This doesn't really say it's going to be sold, it just says they are entertaining offers to purchase and it says it's not going to be sold until on or after this date.

Lund simplified that he wanted to remove the words "not" and "until" from the 5th paragraph of the resolution.

Hoyer clarified that it would mean that they would not sell it before that.

Motion made by Supervisor Van Dyck, seconded by Supervisor Hoyer to amend the 5th paragraph of the resolution by striking the word "not" in the second line and the word "until" in the third line and to bring back to the next Executive committee meeting. Vote Taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Van Dyck, seconded by Supervisor Hoyer to approve as amended. Vote Taken. MOTION CARRIED UNANIMOUSLY

16. Ordinance to Amend Section 4.71 of Chapter 4 of the Brown County Code of Ordinances (Organ or Bone Marrow Donation or Receipt).

Hoyer thought that this brought all of the pieces together nicely and that it gives the opportunity for HR to pay for extended leave.

Motion made by Supervisor Hoyer, seconded by Supervisor Sieber to approve. Vote Taken. MOTION CARRIED UNANIMOUSLY

Department of Administration & Human Resources

17. Director of Administration Report.

Director of Administration Weininger reported that they are moving at lightning speed on the expedited schedule. They will be taking bid packages on the steel so if they are looking at moving the document storage it may need to be done within the next month. If they are going to try and save some money and offset it then it should be done soon.

Lund reiterated that the documents have to be stored someplace in the meantime anyways regardless. There are other projects in the county as well.

Weininger listed off some of the projects that are going to be upcoming and subsequently ruled out some places where the documents couldn't go. His main point was that they should have something resolved within the next month or so.

Van Dyck knew and understood why Administration went through the exercises that they did. He felt that the County Board needed to make a determination as to whether or not that is the best alternative they have available. He understood that it may be the least expensive immediate space, but he asked if it was what made the most sense in the long run. It may cost money but then the County Board will need to come up with where is the most logical place to put the documents. He didn't think that money should be the sole decision maker as to where to put it.

Weininger said that this is definitely a Board decision. He just wanted to inform them of the timing aspect. It should really be figured out sooner rather than later.

**Motion made by Supervisor Hoyer, seconded by Supervisor Sieber to receive and place on file. Vote Taken.
MOTION CARRIED UNANIMOUSLY**

18. **Human Resources Report. No Report; *No Action Taken.***

County Executive- No Report.

Other

19. **Such other matters as authorized by law. None.**

20. **Adjourn.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Sieber to adjourn at 8:20 pm. Vote Taken.
MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio
Administrative Specialist/Transcriptionist

Cayden S. Lasecki
Transcriptionist

PROCEEDINGS OF THE BROWN COUNTY
EXECUTIVE COMMITTEE & EDUCATION & RECREATION COMMITTEE
JOINT MEETING

Pursuant to Section 19.84 Wis. Stats., a special joint meeting of the Brown County Executive Committee and Brown County Education & Recreation Committee was held on Monday, March 11th, 2019 at the Brown County Central Library, 515 Pine Street, Green Bay, Wisconsin.

Present: **Executive Committee:** Chair Lund, Vice Chair Moynihan, Supervisor Erickson, Supervisor Hoyer, Supervisor Sieber, Supervisor Van Dyck

Excused: Supervisor Buckley

Education & Recreation Committee: Chair Van Dyck, Vice Chair Ballard, Supervisor Landwehr

Excused: Supervisor Lefebvre, Supervisor Suennen

Others Present: Corporation Counsel David Hemery, Internal Auditor Dan Process, Supervisor Brusky, Supervisor Borchardt, Chief Deputy Register of Deeds Sara Frisque, Supervisor Kneiszel, Golf Course Superintendent Scott Anthes, Director of Administration Chad Weininger, other interested parties and media.

I. Call meeting to order.

The meeting was called to order by Executive Committee Chair Tom Lund at 6:30 pm

The meeting was called to order by Education & Recreation Committee Chair Van Dyck at 6:30 pm.

This meeting followed the design presentation of the Expo Center project, a copy of that presentation is attached hereto.

II. Approve/modify agenda.

Executive Committee:

Motion made by Supervisor Hoyer, seconded by Supervisor Sieber to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

Education & Recreation Committee:

Motion made by Supervisor Ballard, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

Comments from the Public.

Robert Renners, 4613 Hillcrest Dr., Hobart, WI

He stated that he has been following this project from its very beginning and he has been somewhat concerned that the Veterans would be the second spoke in the wheel, so to speak. In his view, the Veterans are the wheel. He said that he watched the presentation earlier and he was not too impressed for several reasons. From the very beginning, when they went down the list of events and functions of the facility, the memorial was the second to last item on the list of functions. From his perspective, the memorial is the purpose of this facility. The fact that basketball games, concerts and so forth are held there are secondary functions. Throughout the whole presentation, he did not hear mention of the veterans memorial one time. It was inferred on a couple of occasions, but it appears to him that they are losing track of what the community is proposing, which is removing one memorial and replacing it with another. He asked the committees numerous times over the years when there was an advertisement or publicity for a function there to have it indicated it would be held in the Brown County Veterans Memorial Arena, not just the Arena. He proposes this facility be referred to as Brown County Veterans Memorial Hall and functions are to be

referred to as being held at this title, not "The Expo Center" nor at "The Arena" and he can't emphasize this enough. He spoke to the fact that he talked to some people privately and he was ensured the Veterans would be well recognized and he takes them at their word. He reiterated that he suggested at one of the meetings that they install a large bronze memorial on the wall, prominently lit, so that they know that the old facility was raised and the new facility was being built and rededicated as Brown County Veterans Memorial Hall. He sat on the County Board himself for 8 years so he knows the function of the committee structure and the purpose and effort of debate when making a decision, which is why he went to this meeting. He wanted it on the record that as of this particular moment the proposal does not satisfy the recognition of the veteran. He is talking specifically about the millions of Veterans that came before him, including the half a million that lost their lives in World War II alone. He recalled that he landed in Normandy on D Day and he did not ask to go there but he had to go there at that point in history. It is insulting to him to hear college students ask their professors who won World War II and this committee should help stop this from happening. He spoke with a gentleman on the committee who ensured him that the Museum Committee was studying some of the artifacts and some of them will be displayed in the Veterans Hall. He would like to know when the next Museum Committee meets as he would like to attend so he could express some of his concerns so that it becomes a topic of discussion in the community. If he was wrong, he would like to be told so, but he does not feel that he is.

Chair Lund thanked him for his comments and for his service.

1. Discussion and possible action regarding proposed Expo Center design.

Supervisor Moynihan said that this design presents the "wow" factor that they were all looking for and which they all seek, while possessing the functionality that they desire as well. This will be a jewel for the State of Wisconsin as a whole. He talked about being a Veteran himself and he has spoken with the committee throughout this process and he ensured that recognizing Veterans has always been at the forefront of discussions.

Supervisor Sieber had a question regarding the naming of the facility and what direction that was headed in.

Moynihan said that for purposes of presentation "Brown County Expo Hall" has just been placed on there for the moment as they are seeking naming rights. He would have to defer to Administration in that regard as they have been communicating with interested parties.

Sieber would like to see Veterans Memorial retained in title regardless of cost as it sends the right message to keep that intact.

Moynihan highlighted the fact that the whole complex is known as the Brown County Veterans Memorial Complex. This is all part of the Administration and he couldn't speak for them.

Director of Administration Weininger came up to answer questions.

Sieber wondered if naming rights would come before the County Board or if this was strictly an Administrative function. He would like to do whatever he can to keep "Veterans Memorial" in the title.

Weininger noted that in order for this project to work, they need to raise \$8 million in naming rights. This will include putting a package together trying to sell these naming rights.

Sieber asked if there was any mention in these documents that are being used to sell naming rights that they would like it to still be called the Veterans Memorial.

Weininger replied that there hasn't been. He spoke about when this went out they entered into an agreement with the 7 municipalities and an MOU with Ashwaubenon where they outlined specific things that the County Board asked for.

Sieber questioned if wanting it still to be called something to the effect of "Veterans Memorial" was one of them.

Weininger told him that it was not, it included, having 2 public hearings, include a Veterans memorial into the design of the building, and making sure the Veterans Memorial outside was not moved but it could be enhanced.

Sieber wanted to know if the naming rights document would come before the County Board.

Weininger said the naming rights would be done administratively and they would work with the Village of Ashwaubenon on this.

Supervisor Landwehr said that after speaking to architects a question came up regarding an escalator in the facility. He wasn't arguing for or against the idea but felt that it needed to be discussed even though there are elevators in the design. The distance from the first floor to the second is 20 ft., or the equivalent of 2 residential flights of stairs. His understanding was that the escalator had been removed from the design.

Weininger said he was at a meeting where this was talked about for some time, the issue is that this isn't targeting the same demographic as the KI Center is and the majority of the things will be handled on the 1st floor space. But he informed them that he will talk with design team to be sure there is enough floor capacity for this. If this was an Exposition Center and they were going to do a lot of meeting spaces up there then it would definitely make sense and they wouldn't want to make the same mistake the City of Green Bay made by not taking into account the volumes of people that need to go up there. If you look at the design of this, there is not a large second floor.

Landwehr noted that his understanding is that there are 6 1,200 sq. ft. rooms that would be used potentially for having meetings and things like that.

Weininger ensured him that at the next design meeting, this is something that they would discuss. If they were going to have more capacity on the second floor then escalators would make sense. So, he will discuss with the design team to make sure there is enough capacity to merit escalator installation.

Van Dyck commented on this and at the work session this was discussed quite a bit and there was an escalator in and taken out on future plans. The group was more inclined to move the elevator into a more centralized location and increase the size of the elevator to accommodate more people. Part of the problem with the escalator is that even if it is put in, they still have to add another set of steps because the 2 sets that are there now won't accommodate if the escalator is installed which adds to the complexity of where to put another set of steps. It was looked over quite a bit already and can be revisited but for the fact of the number of people that would have to be moved upstairs, adding another set of steps, and trying to increase the size of the elevator all contributed to why it was decided to be left out.

Supervisor Erickson agreed with Supervisor Landwehr and thought that the big picture needed to be looked at and this was something that was going to stand for a very long time while the use of it changes somewhat throughout the course of time possibly into a small convention venue considering the square footage available upstairs and so forth. He doesn't think that people would be happy with standing and waiting for an elevator and people would look at this and hesitate from renting the facility. This is something that would be there for a lot of years and he doesn't want to make the same mistake the KI Center made as they are losing future business because of this. It is something that cannot be corrected after it is built. He also emphasized that there better be mention of the Veterans Memorial Complex in the name and whoever purchases it can have their company name before "Veterans Memorial Complex." He said any room you walk around in there, there are bound to be Veterans and he chairs the Brown County Veterans Subcommittee who are a very close knit group. If you take away that name there will undoubtedly be backlash because of it. There are definitely some things to consider and he doesn't want to lose scope of this picture just for monetary purposes.

Ballard talked about when they were deciding how big of an Expo Center they wanted, one of the ideas that was discussed then was if it was a certain amount of square footage then they could have certain events there. His question was, if the escalator is removed what events does that limit them not to get?

Ken Wachter, 119 ½ N Broadway, Green Bay, WI, 54313

He started out by saying they had a lengthy debate on the escalator and they also manage the Resch Center which has no escalators. Having no escalators doesn't stop them from doing any business. They just had the High School Basketball State Tournament there with 40,000 people and 80% upstairs to get to their seats. All of the bathrooms are upstairs as well, they get an occasional complaint but it doesn't stop around 800,000 people coming through that building through the course of a year. An escalator would be nice but it is not a necessity for them to do business. Most of the events that are going to be held there 90% of people are going to enter and stay on the lower level. They don't anticipate being in the big banquet or wedding business upstairs due to staying out of that business because these buildings are funded through hotel tax and they've communicated to the hotels that they don't want to be in that business. The rooms upstairs will be used for things like when there are RV shows and camping shows and so forth they will have lectures and talks in those rooms regarding those topics. If all of those rooms were filled at the exact same time there would be about 800 people up there and they don't anticipate that happening all the time. So, they don't think having an escalator is a necessity, although they are nice to have they don't anticipate losing events due to not having one. They could always revisit the idea but the KI is a little bit of a different situation because if you attend a wedding there or a high profile event, then you have to get upstairs.

Sieber asked Weininger if this was the final design for the Expo Hall. Specifically, if this was approved he wondered if they would still be able to work on certain areas like the second floor.

Weininger said that if this was approved, the project wouldn't be static, they would still be able to make minor adjustments. Outside will stay the same and the way it functions and all of those things have been well thought through so those might not change much. Like any project, there will most likely be some ebbs and flows in the interior design. There will still be pieces like the escalator topic that will be looked at but there will not be substantial changes to the structure itself. This project is moving very fast and once they get closer to the end, it will only get harder to redesign. He added, when the room tax got passed for this one of the things they agreed on was that they wouldn't target KI events.

Van Dyck emphasized that sooner or later they would have to address this. There is roughly 5,000 sq. ft. of space on the second floor that is dedicated for document storage to be used for documents that are currently in the old Packer Hall of Fame that have to go somewhere. It was part of the original design that there would be a place to store documents and in the past couple of months came to more light. The question that he thinks that this board has to answer is the direction that they want to give to administration to find space within this building to store the documents that are already there? Or, does this board want to go somewhere else with these documents and find a different place to store them? Sooner or later the space is going to be built or not built. In general, he has an issue with allocating space within this building in one of the more expensive areas in Green Bay to store documents.

Lund replied that he wasn't aware of this. But if you have 5,000 sq. ft. of a building on one of the most important corners in all of Brown County he is not sure why it would be used for documents. There surely should be someplace else that they could store these and they're going to have to be stored someplace else until the building is built anyways.

Moynihan asked where they thought that storage should be. If the 5,000 sq. ft. gets added for the storage space and eventually some of these documents are going to go away and then there is storage for the facility itself making it a win-win situation.

Weininger informed the committee that this piece of it is a very small one. If this gets approved to move forward, the TS Director and the Public Works Director are working on some alternative costs at the moment and when those come in he will be able to provide them with those numbers. These will help them make the decision to put it in the unused space of the mezzanine or create a standalone building for those. When those numbers come forward, this design change should be able to be made. They will have to make a decision in a relatively short period of time and can't wait 3 or 4 months down the road. The Village of Ashwaubenon and the architects can make that change so at this meeting it doesn't really make sense to debate because they don't have the numbers before them. He would just suggest moving forward until those numbers are available.

Executive Committee:

Motion made by Supervisor Moynihan, seconded by Supervisor Sieber to approve the Expo Center design as presented previous to this meeting. Vote taken. MOTION CARRIED UNANIMOUSLY

Education and Recreation Committee:

Motion made by Supervisor Ballard, seconded by Supervisor Landwehr to approve the Expo Center design as presented previous to this meeting. Vote taken. MOTION CARRIED UNANIMOUSLY

2. Such other matters as authorized by law.

At this time Supervisor Erickson submitted a communication to amend the MOU to include the words "Veterans Memorial." This communication will be placed on both of the next Executive Committee and Education & Recreation Committee agendas.

Lund informed everyone that he received a communication from Supervisors Erickson, Sieber, Hoyer, and himself to make sure "Veterans Memorial" is included in any naming of the facility.

3. Adjourn.

Education & Recreation Committee:

Motion made by Supervisor Ballard, seconded by Supervisor Landwehr to adjourn at 7:03 pm. Vote taken. MOTION CARRIED UNANIMOUSLY

Executive Committee:

Motion made by Supervisor Moynihan, seconded by Supervisor Hoyer to adjourn at 7:04 pm. Vote taken. MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Therese Giannunzio
Recording Secretary

Cayden Lasecki
Transcriptionist

ATTORNEY BILLS SUBMITTED TO THE EXECUTIVE COMMITTEE				
FOR April 08, 2019 MEETING				
LAW FIRM	INVOICE NUMBER	DATE	AMOUNT	FOR
ATTY. GARY WICKERT	12W27	3/26/2019	\$ 2,212.50	Airport General
VonBriesen	282276	3/12/2019	\$ 7,732.00	BCTPA
VonBriesen	282277	3/12/2019	247.50	Highway
Conway, Olejniczak & Jerry, SC	8	2/28/2019	\$ 153.00	Highway
Davis & Kuelthau	433636	3/4/2019	\$ 153.00	Human Resources
MICHAEL BEST	1614274	3/8/2019	\$ 234.00	Resource Recovery
Total ----			\$ 10,732.00	

GARY A. WICKERT, S.C.*Attorney and Counselor at Law*

801 E. WALNUT • P.O. BOX 1656

GREEN BAY, WISCONSIN 54305

100.016.001.5716

Gary A. Wickert

Telephone (920) 433-9425

Fax (920) 432-9188
wicklaw@gbonline.com

March 26, 2019

RECEIVED BY

Brown County Airport

P.O. Box 23600

Green Bay WI 54305-3600

MAR 26 2019Re: General Matters
Our File No. 12 W 27Brown County
Corporation Counsel**STATEMENT**

<u>DATE</u>	<u>FOR SERVICES RENDERED:</u>	<u>HOURS</u>
3/5	Email from Sue Bertrand re: Rental Car Service Area;	
	Email from Sue Bertrand re: Khrome assignment and review assignment	
3/13	Begin review of Rental Car Service Area - Ground Lease	.40
3/14	Prepare Consent to Assignment (Khrome);	.45
	Email to Sue Bertrand re: Khrome;	
	Review Car Rental Service Area Agreement/file re: revisions;	.40
	Email from Sue Bertrand re: WPS easement;	.35
	Phone conference with Sue Bertrand re: Khrome and Car Rental;	.10
3/15	Email from Sue Bertrand re: CBP Terminal Lease	.30
	Review WPS Easement re: electric;	.15
	Revise WPS Easement	
3/18	Email from Sue Bertrand re: Master Lease - Rental Car Service Area;	.75
	Review and revise Master Lease - Rental Car Service Area;	
	Letter to Sue Bertrand re: Master Lease - Rental Car Service Area;	
	Email from Sue Bertrand re: Consent to Assignment re: Khrome;	.75
	Email from Sue Bertrand re: WPS Easement;	.10
	Email from Marty Piette re: NWS - balloon facility lease;	.10
	Review and revise WPS Easement;	.10
	Email from Marty Piette;	.25
	Review file re: National Weather Service - balloon facility	
3/19	Phone conference with Sue Bertrand re: WPS Easement, etc.;	.20
	Phone conference with Marty Piette re: NWS - balloon facility;	
	email from Marty Piette re: Oneida five acres;	.90
	Email from Sue Bertrand re: WPS Easement	.15
		.10

Page Two
March 26, 2019

3/20	Email from Sue Bertrand and review "final"	
	Master Ground Lease - Rental Car Service Area;	.20
	Email from Sue Bertrand re: PX Agreement;	
	Begin review of PX Agreement;	
	Phone conference with Sue Bertrand re: Rental	
	Car Service Area lease, PX Agreement, etc.	1.25
3/21	Phone conference with Sue Bertrand re: Rental	
	Car Service Area, PX, etc.	<u>.50</u>
	TOTAL HOURS:	7.50

7.50 HOURS @ \$295.00 PER HOUR = \$2,212.50

AMOUNT DUE ON ACCOUNT: \$2,212.50

Thank you.
GAW:prn

M. Pratt
3-26-2019

100.016.001.5716.200

Brown County
Attn: David Hemery
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

INVOICE NO. 282276
INVOICE DATE MARCH 12, 2019

ATTY. Andrew T. Phillips

BCTPA Litigation

MATTER NO. 009948-00023

PROFESSIONAL SERVICES RENDERED THROUGH FEBRUARY 28, 2019

02/01/19 SC	3.40	1088.00
02/01/19 SLN	.20	NO CHARGE
02/03/19 SC	2.50	800.00
02/04/19 SC	.40	128.00
02/04/19 SLN	1.50	510.00
02/05/19 SLN	.40	136.00
02/05/19 ATP	.60	168.00
02/06/19 SC	1.50	480.00
02/06/19 SLN	.50	170.00
02/06/19 ATP	.50	140.00

Brown County
 009948-00023

PAGE 2

02/07/19 SC	.50	160.00
02/07/19 SLN	2.10	714.00
02/08/19 SC	1.00	320.00
02/08/19 SLN	1.40	476.00
02/08/19 ATP	1.00	280.00
02/11/19 SC	2.10	672.00
02/11/19 SLN	.90	306.00
02/11/19 ATP	1.70	476.00
02/12/19 SC	.50	160.00
02/12/19 SLN	.60	204.00
02/14/19 SLN	.60	204.00
02/18/19 ATP	.50	140.00
02/19/19 SLN	.10	NO CHARGE

Brown County
009948-00023

PAGE 3

CURRENT FEES FOR THIS MATTER

\$7,732.00

BILLING SUMMARY

Smitha Chintamaneni	11.90 hours at	\$320.00 =	3808.00
Steven Nelson	0.30 hours at	\$0.00 =	.00
Steven Nelson	8.00 hours at	\$340.00 =	2720.00
Andrew T. Phillips	4.30 hours at	\$280.00 =	1204.00

CURRENT FEES FOR THIS MATTER

\$7,732.00

TOTAL AMOUNT DUE FOR THIS MATTER

\$7,732.00

100.016.001.5716

Brown County
David Hemry
David.Hemry@co.Brown.WI.US

INVOICE NO. 282277
INVOICE DATE MARCH 12, 2019
TAX ID. 39-1576289
ATTY. Andrew T. Phillips

Highway Legal Matters

MATTER NO. 009948-00024

PROFESSIONAL SERVICES RENDERED THROUGH FEBRUARY 28, 2019

02/05/19 ATP	Emails regarding commissioner authority (.2); analysis of statutes regarding same (.2); telephone conference with Atty Hemery and Mr. Fontecchio (.3).	.70	192.50
02/07/19 BJC	Emails with client regarding finalized memo.	.20	55.00

CURRENT FEES FOR THIS MATTER \$247.50

BILLING SUMMARY

CURRENT FEES	\$247.50
TOTAL CURRENT CHARGES THIS BILL	\$247.50
TOTAL AMOUNT DUE	\$247.50

STATEMENT

*Law Firm of***CONWAY, OLEJNICZAK & JERRY, S.C.**P.O. Box 23200
Green Bay, WI 54305-3200
PHONE 920-437-0476
FAX 920-437-2868Oh HB-b
PAF
3/12/19

100.016.001.5716

PAUL A. FONTECCHIO
BROWN COUNTY PUBLIC WORKS DEPARTMENT
2198 GLENDALE AVENUE
GREEN BAY WI 54303-6405Page: 1
02/28/2019
ACCOUNT NO: 201815-025M
STATEMENT NO: 8

PLEASE RETURN THIS PORTION WITH PAYMENT

BROWN COUNTY vs. WISCONSIN PUBLIC SERVICE CORP.

RECEIVED BY
MAR 13 2019
Brown County
Corporation Counsel

PREVIOUS BALANCE

\$1,027.46

HOURS

02/01/2019
SAJDISCUSSION WITH CLIENT RE: REQUESTS FOR
ADMISSIONS/INTERROGATORIES AND REQUEST FOR
PRODUCTION; E-MAIL CLIENT DRAFT OF SAME.

0.50

02/26/2019
SAJTELEPHONE DISCUSSION WITH MR. FONTECCHIO RE: REQUESTS
FOR ADMISSIONS; REVISE SAME.
FOR CURRENT SERVICES RENDERED

0.40

0.90

153.00

TOTAL CURRENT WORK

153.00

02/11/2019

PAYMENT - THANK YOU - CK 211022

-355.50

BALANCE DUE

\$824.96

Less payment of \$ 423.50

received on 3/4

New balance due: \$ 401.46

BALANCE DUE ON RECEIPT OF THIS STATEMENT.
ACCOUNTS NOT PAID WITHIN 30 DAYS WILL BEAR INTEREST AT LEGAL RATE.
Law Firm of CONWAY, OLEJNICZAK & JERRY, S.C.
FED ID. # 39-1254187

100.016.001.5716

111 East Kilbourn, Suite 1400
Milwaukee, WI 53202-6613
414-276-0200

BROWN COUNTY
ATTN: DAVID HEMERY, BROWN COUNTY CORPORATION COUNSEL
305 E. WALNUT STREET, #608
GREEN BAY, WI 54301

March 4, 2019
Invoice 433636
Page 3

INVOICE SUMMARY

Our Matter # 18852.97146
EMPLOYEE INVESTIGATION

Total Services:	\$153.00
TOTAL SERVICES AND DISBURSEMENTS:	<u>\$153.00</u>
TOTAL BALANCE FORWARD:	\$10,001.00
TOTAL BALANCE DUE:	<u>\$10,154.00</u>

RECEIVED BY

MAR 07 2019

Brown County
Corporation Counsel

PAYMENT OF THIS INVOICE IS DUE WITHIN 30 DAYS



RECEIVED BY

MAR 12 2019

Brown County
Corporation Counsel

David Hemery, Corporation Counsel
Brown County Corporation Counsel
Northern Building - Room 680
305 East Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

100.016.001.5716

Michael Best & Friedrich LLP
Attorneys at Law
One South Pinckney Street
Suite 700
P.O. Box 1806
Madison, WI 53701-1806
Phone 608.257.3501
Fax 608.283.2275
www.michaelbest.com

EIN 39-0934985

Remittance for Payments:
Michael Best & Friedrich LLP
PO Box 88462
Milwaukee, WI 53288-0462

Wire Transfer Instructions
Bank Name: BMO Harris Bank, N.A.
111 W. Monroe Street, Chicago, IL 60603
ABA Routing # 071000288
Name of Acct: Michael Best & Friedrich LLP
Acct # 0024122010
SWIFT Code: HATRUS44

Invoice Date March 8, 2019
Invoice No. 1614274

Client/Matter 018236-0023 Implementation of Brown County Landfill Siting Agreement

For professional services rendered through February 28, 2019, as follows:

<u>Date</u>	<u>Timekeeper</u>	<u>Narrative</u>	<u>Hours</u>	<u>Total</u>
2/1/19	D Crass	Briefly review correspondence posted to LMC document drop box.	0.20	\$ 117.00
2/18/19	D Crass	Briefly review further materials posted in box for LMC.	0.20	117.00
Total Hours and Services			0.40	\$ 234.00
Total Services				\$ 234.00
Total Disbursements				0.00
Total This Invoice				<u>\$ 234.00</u>

Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806

Invoice 1614274
018236-0023
March 8, 2019
Page 2 of 2

Outstanding Invoices:

<u>Date</u>	<u>Invoice</u>	<u>Total</u>	<u>Credits</u>	<u>Balance</u>
2/7/19	1607278	\$ 8,842.38	\$ 0.00	\$ 8,842.38
3/8/19	1614274	234.00	0.00	<u>234.00</u>
Outstanding Due:				<u>9,076.38</u>

Outstanding Invoice Aging:

0-30	31-60	61-90	91-120	121+
9,076.38	0.00	0.00	0.00	0.00

BOARD OF SUPERVISORS

Brown County



305 E. WALNUT STREET
P. O. BOX 23600

GREEN BAY, WISCONSIN 54305-3600

Phone (920) 448-4014 Fax (920) 448-6221

E-mail: process_dj@co.brown.wi.us

DAN PROCESS
INTERNAL AUDITOR

Date: April 2, 2019

To: Executive Committee

From: Dan Process, Internal Auditor

Re: Status Update (March 1 – March 31, 2019)

Listed below is a summary of the projects, duties and other miscellaneous activities completed or in-progress for the period indicated.

1. Projects
 - a. In-progress: Review of the Brown County Sheriff DARE Program Account
 - i. Review Administrative Policy A-26: Fundraising, Solicitations and Grants
 - b. In-progress: Year End – Cash on Hand & Petty Cash Compliance Testing
 - i. Report issuance pending Administration review
 - c. Planning – Monetary Receipts, Disbursements and Deposits Review – UW Extension
2. Standard Monthly Duties
 - a. Review – Clerk of Courts Bank Reconciliation
 - b. Preparation & Review – Bills over \$5,000 Report
 - c. Distribution to Committees – Paid Bills Report
3. Other Miscellaneous Activities
 - a. Inquiries, Questions and/or Requests from County Board Supervisors/Department Head's
 - b. Benefits Advisory Committee
 - c. 2019 Travel Reimbursement Expenses by County (Survey)

If you have any questions regarding this information, please contact me at your convenience.

Thank you.

March 20, 2019

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

RESOLUTION REGARDING THE SALE OF FOUR PARCELS OF LAND
- BROWN COUNTY GOLF COURSE -

WHEREAS, Brown County currently owns the Brown County Golf Course (Golf Course), which is made up of various parcels of land; and

WHEREAS, four of the various parcels of land that currently make up the Golf Course are not currently being utilized; and

WHEREAS, Brown County desires to sell, as a package, four such parcels of under-utilized Golf Course land, identified by the following parcel numbers: 1) HB-1421; 2) HB-774; 3) HB-777; and 4) HB-778-1 (collectively, the Four Parcels); and

WHEREAS, Brown County desires to entertain *Offers to Purchase* the Four Parcels, and is willing to hold off on putting the Four Parcels on the market for sale for a period of 6 months in order to provide entities and individuals with the time necessary to prepare *Offers to Purchase* the Four Parcels for submission to Brown County.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby resolves not to sell Parcel Numbers HB-1421, HB-774, HB-777 and 4) HB-778-1 until on or after September 20, 2019.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

19-026R

Authored by Corporation Counsel at the Direction of the Executive Committee

Approved by Corporation Counsel Office

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSEN	18				
KNEISZEL	19				
DESLAURIERS	20				
TRAN	21				
MOYNIHAN, JR.	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

[illegible]

16

5

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 03-07-2019
REQUEST TO: Exec Comm and Co Board
MEETING DATE: 03-11-2019 and 03-20-2019, respectively
REQUEST FROM: Dave Hemery, Corp Counsel as directed by Executive Committee

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE:

RESOLUTION REGARDING THE SALE OF FOUR PARCELS OF LAND – BROWN COUNTY GOLF COURSE -

ISSUE/BACKGROUND INFORMATION:

Allow 6 months for entities and individuals to get Offers to Purchase together re Four Golf Course Parcels

ACTION REQUESTED:

Consideration

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? \$ *Fiscal Note: This resolution does not require an appropriation from the General Fund.*

Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)

- a. If yes, in which account? _____
- b. If no, how will the impact be funded? General Fund
- c. If funding is from an external source, is it one-time ☐ or continuous? ☐

2. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

April 17, 2019

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION AUTHORIZING AND APPROVING
THE CONTRIBUTION OF PROPERTY TO THE ASHWAUBENON CDA AND
AUTHORIZING AND APPROVING A NEW LEASE WITH THE ASHWAUBENON
CDA REGARDING THE BROWN COUNTY EXPO CENTER AND RESCH CENTER**

WHEREAS, on April 17, 1998 the Community Development Authority of the Village of Ashwaubenon, Wisconsin (the “**Authority**” or “**CDA**”) adopted a resolution approving the Redevelopment Plan – Brown County Expo Centre Complex Project Area (the “**Redevelopment Plan**”) with respect to the Brown County Expo Centre Complex Redevelopment Project Area (the “**Redevelopment Area**”), the boundaries of which were designated by the Authority in its resolution adopted on December 16, 1996, and such area was declared to be a blighted area in need of urban renewal within the meaning of the Redevelopment Act pursuant to a resolution adopted by the Village of Ashwaubenon, Wisconsin (the “**Village**”) on December 17, 1996; and

WHEREAS, the Authority and Brown County, Wisconsin (the “**County**”) have entered into a Lease (as amended, the “**1999 Lease**”) with respect to the lease of a facility located in the Redevelopment Area now known as the Brown County Resch Center (the “**Resch Center**”) by the Authority to the County in accordance with the Redevelopment Plan, and

WHEREAS, pursuant to an Amended and Restated Cooperation Agreement, dated as of July 11, 2017 (the “**Cooperation Agreement**”), entered into by and among the Authority, the County, the Village, the City of Green Bay, Wisconsin, the Redevelopment Authority of the City of Green Bay, Wisconsin, the Green Bay Area Room Tax Commission, and certain other municipalities in the Green Bay area, among other things, certain agreements were made with respect to the improvements made and to be made by the Authority in the Redevelopment Area, including that the County would contribute property and that the Authority would issue bonds to finance the construction and equipping of a facility described in the Cooperation Agreement as the Expo Center (the “**Expo Center**”); and

WHEREAS, the Authority and the County have undertaken discussions and negotiations relating to the construction and equipping of the Expo Center, which will be connected to the Resch Center; and

WHEREAS, the Authority and the County have also undertaken discussions to amend and restate the 1999 Lease, such that the resulting lease would provide for the lease by the Authority to the County of both the Resch Center and the Expo Center (such amended and restated lease being referred to herein as the “**New Lease**”) for use in accordance with the Redevelopment Plan; and

WHEREAS, it is necessary, desirable, and in the best interest of the County for the Authority (i) to acquire the real property on which the Expo Center will be located (the “**Site**”),

and (ii) to issue its lease revenue bonds (the “**Expo Center Bonds**”) for the purpose of financing a portion of the costs of the Expo Center, in a principal amount which, together with additional funds available for the Expo Center, will be sufficient to construct the Expo Center; and

WHEREAS, in connection with the development of the Expo Center, the County desires to contribute the Site to the Authority and to enter into a New Lease, substantially similar to the Draft New Lease attached to and incorporated into this Resolution by attachment and reference, setting forth draft terms and conditions under which the County will lease the Resch Center and the Expo Center from the Authority; and

WHEREAS, the County will be entitled to certain credits with respect to its rent payments under the New Lease, including with respect to certain Net Room Taxes (as defined in the Cooperation Agreement) available to pay debt service on the Expo Center Bonds and the bonds issued by the Authority to refinance the Resch Center; and

WHEREAS, Section 7.01(a) of the Cooperation Agreement states that the Authority shall issue and sell the Expo Center Bonds upon terms acceptable to the County, such acceptance to be conclusively evidenced by the County’s execution of the Lease; and

WHEREAS, a Draft of the New Lease is attached to this Resolution, the terms and conditions of the New Lease are currently being finalized between the Authority and the County, and due to time constraints regarding the issuance of the Expo Center Bonds, it is desired that the Brown County Board of Supervisors provide County Administration, including the County Executive and the County Clerk, with the authority and approval to execute and deliver documents regarding transferring the Site from Brown County to the Ashwaubenon CDA, and to enter into a Lease Agreement between Brown County and the Ashwaubenon CDA, with terms and conditions substantially similar to the Draft of the New Lease attached to this Resolution, consistent with this Resolution and as deemed acceptable to Brown County Administration and Corporation Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that:

- I. Approval of Site Contribution**The contribution of the Site to the Authority for the development of the Expo Center in accordance with the Redevelopment Plan and the Cooperation Agreement is hereby approved; and
- II. Authority and Approval to Execute and Deliver the New Lease**County Administration, including the County Executive and the County Clerk, and any other appropriate County Officials is hereby authorized for, and in the name of, the County to execute and deliver the New Lease, with terms and conditions substantially similar to the Draft New Lease attached to this Resolution, deemed acceptable to Corporation Counsel and with a schedule of rents as shall be approved by County Administration consistent with this Resolution, and their execution thereof shall constitute conclusive evidence of their approval of any such terms and conditions, and of the schedule of rents; and

- III. **General Authorizations** County Administration, including the County Executive, the County Clerk, and any other appropriate County officials are hereby authorized to execute and deliver any and all documents, including any certifications or approvals, necessary for, and related to, the issuance of the Expo Center Bonds, including, but not limited to the New Lease, a bond purchase agreement, an offering document, a continuing disclosure agreement, a closing certificate, a tax agreement, and a deed for the Site. The form of all such documents shall be subject to the prior approval of the Corporation Counsel; and
- IV. **Conflicting Resolutions; Severability; Effective Date** All prior resolutions, rules, or other actions of this Governing Body or any parts thereof in conflict with the provisions of this resolution shall be, and the same hereby are, rescinded insofar as the same may so conflict. In the event that any one or more provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution. This resolution shall take effect immediately upon its adoption and approval in the manner provided by law.

Adopted: April 17, 2019

Fiscal Note: This resolution does not require an appropriation from the General Fund. This resolution authorizes the County to enter into a lease agreement with the Community Development Authority of Ashwaubenon. The schedule of rents will be paid for by room tax revenue pledged by seven municipalities in addition to \$15 million in sales tax revenue, \$4.7 million in excess stadium tax revenue and \$8 million in naming rights revenue. This resolution also requires \$2 million out of the allocated \$15 million in sales tax revenues to be expensed in 2019. If pledged room tax revenue is insufficient to cover the scheduled rents, then the County is obligated to make the payment.

Respectfully submitted,

ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

19-037R

Authored by County Administration
Approved by Corporation Counsel

CERTIFICATIONS BY CLERK

I, Sandy Juno, hereby certify that I am the duly qualified and acting Clerk of Brown County, Wisconsin (the “County”), and as such I have in my possession, or have access to, the complete corporate records of the County and of its County Board of Supervisors (the “Governing Body”) and that attached hereto is a true, correct, and complete copy of the resolution (the “Resolution”) entitled:

RESOLUTION AUTHORIZING AND APPROVING THE CONTRIBUTION OF PROPERTY TO THE ASHWAUBENON CDA AND AUTHORIZING AND APPROVING A NEW LEASE WITH THE ASHWAUBENON CDA REGARDING THE BROWN COUNTY EXPO CENTER AND RESCH CENTER

I do hereby further certify as follows:

Meeting Date. On April 17, 2019, a meeting of the Governing Body was held commencing at _____ p.m.

Posting. On April ___, 2019 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the County’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

Notification of Media. On April ___, 2019 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the County.

Open Meeting Law Compliance. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

Members Present. Said meeting was duly called to order by the County Executive (the “Presiding Officer”), who chaired the meeting. Upon roll I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay and _____ Abstained.

Adoption of Resolution. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the County hereto on April _____, 2019.

County Clerk

[Seal]

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 04-04-2019
REQUEST TO: Exec Comm, Special Admin Comm, and Co Bd
MEETING DATE: 04-08-2019, 04-17-2019 and 04-17-2019 respectively
REQUEST FROM: Dave Hemery
Corp Counsel
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: **RESOLUTION AUTHORIZING AND APPROVING THE CONTRIBUTION OF PROPERTY TO THE ASHWAUBENON CDA AND AUTHORIZING AND APPROVING A NEW LEASE WITH THE ASHWAUBENON CDA REGARDING THE BROWN COUNTY EXPO CENTER AND RESCH CENTER**

ISSUE/BACKGROUND INFORMATION:

New Lease Needed due to Demo of Arena and Construction of Expo Center

ACTION REQUESTED:

Review and Approve

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. What is the amount of the fiscal impact? *\$This resolution does not require an appropriation from the General Fund. This resolution authorizes the County to enter into a lease agreement with the Community Development Authority of Ashwaubenon. The schedule of rents will be paid for by room tax revenue pledged by seven municipalities in addition to \$15 million in sales tax revenue, \$4.7 million in excess stadium tax revenue and \$8 million in naming rights revenue. This resolution also requires \$2 million out of the allocated \$15 million in sales tax revenues to be expensed in 2019.*
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

RESOLUTION ATTACHMENT - DRAFT NEW LEASE

Document Number

[AMENDED AND
RESTATED] LEASE

Recording Area

Name and Return Address

David B. Ryan
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202

See Exhibit A

Parcel Identification Number (PIN)

RECEIVED
JUN 11 2019
COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN

[AMENDED AND RESTATED] LEASE

Dated as of [June 1], 2019

from

COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON, WISCONSIN

to

BROWN COUNTY, WISCONSIN

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- Exhibit A - Leasehold Property
- Exhibit B - Permitted Encumbrances
- Exhibit C - Schedule of Base Rents
- Exhibit D - Improvements

[AMENDED AND RESTATED] LEASE

THIS [AMENDED AND RESTATED] LEASE (this "Lease") is made as of [June 1], 2019, by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a public body and a body corporate and politic (the "Authority"), and BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation political subdivision (the "County") [and replaces in its entirety, the Lease, dated as of December 1, 1999, as amended by a First Supplement to Lease (Additional Bonds), dated as of May 1, 2002, and a Second Supplement to Lease (Additional Bonds), dated as of March 1, 2012, by and between the Authority and the County (the "Prior Lease")].

RECITALS

A. Pursuant to a Cooperation Agreement (as defined herein) by and among the Municipalities (as defined herein), the County, the Authority, the Redevelopment Authority of the City of Green Bay, Wisconsin, and the Green Bay Area Room Tax Commission, the County has contributed and will contribute certain real property to the Authority.

B. Pursuant to the Cooperation Agreement, the Authority issued its \$35,660,000 Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project) (the "Resch Center Bonds"), which refinanced bonds issued by the Authority in 2002, which refinanced bonds issued by the Authority in 1999, the proceeds of which were used to finance a facility located in the Redevelopment Area (as defined herein) now known as the Brown County Resch Center (the "Resch Center").

C. In connection with the issuance of the 1999 bonds that initially financed the Resch Center, the Authority and the County entered into the Prior Lease, with respect to the lease of the Resch Center by the Authority to the County in accordance with the Redevelopment Plan (as defined herein).

D. Pursuant to the Cooperation Agreement, the Authority will make arrangements for the construction and equipping of a facility located in the Redevelopment Area currently described in the Cooperation Agreement as the Expo Center (the "Expo Center"), which will be connected to the Resch Center, and other real property improvements to be constructed and installed on the real property contributed by the County to the Authority.

E. [The Authority and the County have also undertaken discussions to refund the Resch Center Bonds, and in connection therewith, amend and restate the Original Lease, such that the resulting lease would provide for the lease by the Authority to the County of both the Resch Center and the Expo Center for use in accordance with the Redevelopment Plan.]

F. The Authority desires to lease such real property and real property improvements relating to [the Resch Center and] the Expo Center to the County, and the County desires to lease such real property and improvements from the Authority.

G. The County and the Authority intend that the rent payments for such lease, together with certain other funds received by the Authority, will be sufficient to pay debt service on certain bonds issued by the Authority to finance [or refinance both the Resch Center and the Expo Center].

H. The County and the Authority expect that Net Room Tax Revenues available pursuant to the Pledge and Security Agreement (as defined herein) will be available to pay, and the County and the Authority intend that such amounts will constitute credits against, such rent payments.

I. [The Trustee under the Resch Center Indenture (as defined herein) has consented to the execution and delivery of this Amended and Restated Lease.]

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein reserved, mentioned, and contained on the part of the County, its successors, and assigns, to be paid, kept, and performed, the Authority has leased, demised, and let, and by these presents does lease, demise, and let to the County, and the County does hereby consent to said leasing and hereby takes and hires, upon and subject to the conditions hereinafter expressed, the Leasehold Property (as defined herein).

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.01 Definitions.

The following terms shall have the following meanings in this Lease unless the text expressly or by necessary implication requires otherwise:

"Act" or "Redevelopment Act" means Sections 66.1333, 66.1335, and 66.1339 of the Wisconsin Statutes.

"Additional Bonds" means Additional Expo Center Bonds and Additional Reach Center Bonds.

"Additional Expo Center Bonds" means all series of lease revenue bonds that the Authority may issue under the Expo Center Indenture from time to time after the issuance of the Series 2019 Expo Center Bonds.

"Additional Resch Center Bonds" means all series of lease revenue bonds that the Authority may issue under the Resch Center Indenture from time to time after the [issuance of the Series 2019 Resch Center Bonds] [the date of this Lease].

"Additional Rents" has the meaning assigned in Section 3.02(b) hereof.

"Authority" means the Community Development Authority of the Village of Ashwaubenon, Wisconsin, a public body and a body corporate and politic created under the Act.

"Base Rents" has the meaning assigned in Section 3.02(a) hereof.

"Bond Fund" means the trust fund of that name created under the applicable Indenture.

"Bonds" means the Resch Center Bonds and the Expo Center Bonds, which are collectively referred to in the Cooperation Agreement as the "Ashwaubenon CDA Bonds".

"Capitalized Interest Fund" means the trust fund of that name created under Section [8.09] of the Expo Center Indenture.

"Cooperation Agreement" means the Amended and Restated Cooperation Agreement, dated as of July 11, 2017, entered into by and among the Municipalities, the County, the Room Tax Commission, the Redevelopment Authority of the City of Green Bay, Wisconsin, and the Authority.

"County" means Brown County, Wisconsin, a Wisconsin political subdivision.

"County Board" means the County Board of Supervisors of the County.

"Debt Service Reserve Fund" means the trust fund of that name created under Section [8.07] of the Expo Center Indenture.

"Debt Service Reserve Fund Requirement" means has the meaning set forth in the Expo Center Indenture.

"Expo Center" means a facility commonly referred to as the Brown County Expo Center, as more specifically defined in the Cooperation Agreement, to be constructed by the Authority on the Leasehold Property and to be used for the promotion and development of tourism activities within the Redevelopment Area.

"Expo Center Bonds" means the Series 2019 Expo Center Bonds and any Additional Expo Center Bonds.

"Expo Center Indenture" means the Indenture of Trust, dated as of [June 1], 2019, from the Authority to the Trustee, with respect to the Expo Center Bonds, as amended or supplemented from time to time pursuant to the terms thereof.

"Improvements" means (i) any and all real property improvements relating to the construction and equipping of the Expo Center which are to be constructed or installed by the Authority in accordance with the Act and (ii) any and all real property improvements relating to the construction and equipping of the Resch Center which were or are constructed or installed by the Authority in accordance with the Act. More particularly, the Improvements include, without limitation, the real property improvements identified in Exhibit F hereto.

"Indentures" means the Expo Center Indenture and the Resch Center Indenture.

"Lease" means this Lease.

"Leasehold Property" means (i) the real property and real property improvements identified in Exhibit A-1 hereto (as such Exhibit A-1 is amended from time to time), which relate to the Expo Center, together with all buildings, structures, fixtures, and improvements now or hereafter located thereon, and (ii) the real property and real property improvements identified in Exhibit A-2 hereto (as such Exhibit A-2 is amended from time to time), which relate to the Resch Center, together with all buildings, structures, fixtures, and improvements now or hereafter located thereon. *{Note: These may be combined into a single parcel.}*

"Material Disturbance" means the occurrence of any of the following:

(a) the Authority shall, with authorization from its governing body, breach its obligations under this Lease in any material respect or take any other action which, in either case, materially impairs Quiet Enjoyment;

(b) the County shall be denied Quiet Enjoyment of the Leasehold Property as a result of the failure of the Authority to have had a valid and enforceable good and marketable fee simple title in or to the Leasehold Property subject to no liens or

encumbrances other than Permitted Encumbrances at the time such Leasehold Property was made subject to this Lease; or

(c) the taking by eminent domain or inverse condemnation or the damage to or loss or destruction of so much of the Leasehold Property that the County determines in a resolution adopted by the County Board that the Leasehold Property cannot reasonably be restored, repaired, or replaced within one year following the date of such resolution to either substantially the same condition as existed prior to such taking, damage, loss, or destruction or to a condition which permits the County to realize substantially the same intended benefits and public purposes in accordance with the Redevelopment Plan; *provided*, that such taking, damage, loss, or destruction (i) was not the result of willful, deliberate, or negligent action on the part of the County and (ii) will result in a material impairment of Quiet Enjoyment.

["Mortgage" means the Mortgage and Security Agreement, dated as of the Effective Date, in favor of the Trustee [under the Expo Center Indenture], or any mortgage, security agreement or other agreement or instrument hereafter entered into by the Authority or any third party (with the written consent of the Authority) and delivered to [scuh] Trustee for the purpose of granting the Trustee a mortgage lien on the Leasehold Property [relating to the Expo Center] as collateral security for the payment of the [Expo Center] Bonds.] *[Note: there is currently no Mortgage on the Resch Center]*

"Municipalities" means the City of Green Bay, Wisconsin, the City of De Pere, Wisconsin, the Village of Allouez, Wisconsin, the Village of Ashwaubenon, Wisconsin, the Village of Howard, Wisconsin, the Village of Bellevue, Wisconsin, and the Village of Suamico, Wisconsin.

"Net Room Taxes" means the Room Taxes levied, enforced, and collected by or with respect to the Municipalities from time to time minus the amount of Additional Room Taxes (as defined in the Pledge and Security Agreement) transferred to the Additional Room Tax Fund pursuant to Section 4.04 of the Pledge and Security Agreement, and minus the amount allocated to the Room Tax Administrative Fund pursuant to Section 4.01(a) of the Pledge and Security Agreement.

"Permitted Encumbrances" means the liens, encumbrances, covenants, conditions, restrictions, and other items set forth in Exhibit B hereto.

"Pledge and Security Agreement" means the Second Amended and Restated Pledge and Security Agreement, dated as of July 11, 2017, by and among the Municipalities, the County, the Room Tax Commission, and [the Trustee], incorporating the pledge of Net Room Taxes to the payment of debt service on the Bonds and the Green Bay RDA Bonds (as defined in the Cooperation Agreement), and certain additional applications of the Net Room Taxes.

"Quiet Enjoyment" means the right of the County to peaceably and quietly have, hold, and enjoy the Leasehold Property and to use the Leasehold Property for the purposes intended or permitted by this Lease.

“Redevelopment Area” means the Brown County Expo Centre Complex Redevelopment Project Area, the boundaries of which were designated by the Authority in its resolution adopted on December 16, 1996, and such area was declared to be a blighted area in need of urban renewal within the meaning of the Redevelopment Act pursuant to a resolution adopted by the Village on December 17, 1996.

“Redevelopment Plan” means the Redevelopment Plan – Brown County Expo Centre Complex Project Area for the Redevelopment Area approved by the Authority on April 17, 1998 and approved by the Village on April 28, 1998.

“Rents” means the Base Rents and the Additional Rents.

“Resch Center Bonds” means the [Authority’s \$35,660,000 Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project), dated March 29, 2012, issued pursuant to the Resch Center Indenture] [Series 2019 Resch Center Bonds] and any Additional Resch Center Bonds.

“Resch Center Indenture” means the Indenture of Trust, dated as of December 1, 1999, as amended by a First Supplement to Indenture of Trust, dated as of May 1, 2002, and a Second Supplement to Indenture of Trust, dated as of March 1, 2012, each from the Authority to the Trustee, with respect to the Resch Center Bonds, as amended or supplemented from time to time pursuant to the terms thereof.

“Revenue Fund” means the trust fund of that name created under Section [8.03] of the Expo Indenture].

“Room Tax Act” means Section 66.0615 of the Wisconsin Statutes, as amended from time to time.

“Room Tax Commission” means the Green Bay Area Room Tax Commission, a Wisconsin intergovernmental commission.

“Room Tax Stabilization Fund” means the trust fund of that name created under Section [8.08] of the Expo Center Indenture.

“Room Taxes” means those room taxes levied and collected by the Municipalities pursuant to the Room Tax Act and the Cooperation Agreement.

“Series 2019 Bonds” means the Series 2019 Expo Center Bonds [and the Series 2019 Resch Center Bonds].

“Series 2019 Expo Center Bonds” means the Authority’s Lease Revenue Bonds, Series 2019 (Brown County Expo Center Project), dated [June ____], 2019, issued in the aggregate principal amount of \$ _____ pursuant to the Expo Center Indenture.

“Series 2019 Resch Center Bonds” means the Authority’s Lease Revenue Refunding Bonds, Series 2019 (Brown County Resch Center Project), dated [____], 2019,

issued in the aggregate principal amount of \$ _____ pursuant to the Resch Center Indenture.]

"Tax-Exempt Bonds" shall have the meaning assigned in Section 2.03 hereof.

"Trustee" means Associated Trust Company, National Association, as trustee under the applicable Indenture, or its successors in such capacity.

"Unassigned Rights" means the rights of the Authority under Section 2.02 hereof.

"Village" means the Village of Ashwaubenon, Wisconsin, a Wisconsin municipal corporation and political subdivision.

Section 1.02 Use of Phrases.

The following provisions shall be applied whenever appropriate herein:

"Herein", "hereby", "hereunder", "hereof", and other equivalent words refer to this Lease as an entirety and not solely to the particular portion of this Lease in which any such word is used.

The definitions set forth in Section 1.01 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and the plural and to cover all genders.

Unless otherwise provided, any determinations or reports hereunder which require the application of accounting concepts or principles shall be made in accordance with generally accepted accounting principles.

ARTICLE II

RESTRICTIONS ON USE

Section 2.01 Intended Use.

The Authority and the County intend that the Leasehold Property be used primarily for amenities and other benefits to the general public, the coordinated development or redevelopment of the Redevelopment Area and for the promotion and development of tourism activities within the Redevelopment Area through the construction and operation of the Expo Center and the continued operation of the Resch Center as described in the Cooperation Agreement, all in furtherance of the Redevelopment Plan. The Authority shall carry out or cause to be carried out the construction and equipping of the Expo Center on the Leasehold Property in accordance with the Cooperation Agreement. The Authority will apply the proceeds from the sale of the Series 2019 Expo Center Bonds (i) to cause the construction and installation of the Expo Center and related Improvements, (ii) to pay costs of issuance of the Series 2019 Expo

Center Bonds, and (iii) to fund the Debt Service Reserve Fund[, the Room Tax Stabilization Fund,] and the Capitalized Interest Fund.

Section 2.02 Restrictions.

The County agrees that the use of the Leasehold Property shall be in furtherance of the Redevelopment Plan.

Section 2.03 Covenants for Benefit of Owners of Tax-Exempt Bonds.

The Series 2019 Bonds will be, and some or all Additional Bonds may be, issued and accompanied by a written opinion of bond counsel to the effect that interest thereon will be excluded from gross income for federal and state income tax purposes ("Tax-Exempt Bonds"). Each of the Authority and the County covenants that it will not take or allow any action that causes interest on any of the Tax-Exempt Bonds to be included in gross income for federal or state income tax purposes.

ARTICLE III

TERM AND RENTS

Section 3.01 Term.

The term of this Lease shall be for the period commencing on [June 1], 2019, and ending on the latest stated maturity date of any of the Bonds, unless this Lease shall sooner terminate pursuant to Section 6.03 or by mutual agreement of the Authority and the County; *provided, however*, that except as provided in Section 6.03, the end of said term shall not be advanced nor shall this Lease expire or be terminated so long as any of the Bonds shall be Outstanding (as defined in the respective Indentures); *provided, further*, that when the Authority shall have received Rents under Section 3.02 hereof in an amount equal to all the principal of, premium, if any, and interest on, all Bonds and shall have fully paid (or provided for the payment thereof in accordance with the respective Indentures) such principal, premium, if any, and interest, the term of this Lease shall automatically terminate, and the Authority shall take full title and possession of the Leasehold Property, subject, however, to Permitted Encumbrances and to the option to purchase in favor of the County as provided in Section 6.10 hereof.

Section 3.02 Rents.

(a) The County agrees to pay to the Trustee for the account of the Authority, without set-off (but subject to credits as provided in subsection (c) below), rents (the "Base Rents") in the amounts and at the times set forth on Exhibit C: *provided, however*, that the schedule of Base Rents may be amended from time to time as follows:

- (1) In the event that any Bonds are called for redemption (other than any mandatory sinking fund redemption) or are defeased pursuant to the applicable Indenture, the schedule of Base Rents shall be modified to reflect reductions in Base Rents equal to the principal and interest payments that would otherwise have become due with

respect to such Bonds that have been so redeemed or defeased. Without limiting the generality of the foregoing, the schedule of Base Rents shall be modified to the extent that any funds that remain in the Construction Fund under the Expo Center Indenture, after the Authority and the County have certified to the Trustee that the construction of the Expo Center has been completed and all costs have been paid, are used to redeem Series 2019 Expo Center Bonds.

- (2) In connection with the issuance of any Additional Bonds, the schedule of Base Rents shall be revised to reflect increases in Base Rents (or net increases, if any, giving effect to corresponding reductions under clause (1) above in the case of refunding Bonds) in amounts in which and on the dates on which such principal and interest are scheduled to become due.

(b) With respect to each series of Bonds, the County agrees to pay to the Trustee for the account of the Authority, without set-off, the following rents (the “Additional Rents”) at the following times:

- (1) an amount equal to the periodic fees and expenses incurred in connection with the Bonds, including but not limited to, the periodic fees and expenses of the Trustee as provided in Section 3.09, plus
- (2) an amount equal to any arbitrage rebate payments that must be paid with respect to any Tax-Exempt Bonds (including, with respect to the Series 2019 Bonds, amounts determined as described in Section [9.03] of the Expo Center Indenture [and in Section [] of the Resch Center Indenture]), to the extent such rebate payments are due and there are insufficient funds in the applicable Indenture available for such payment.

(c) Notwithstanding the foregoing, the County shall be entitled to credits against [Base] Rents to the extent that the following amounts are available to pay debt service of the Bonds under the applicable Indentures(s):

- (1) Net Room Taxes as described in the Cooperation Agreement and pledged pursuant to the Pledge and Security Agreement; and
- (2) amounts available for the payment of debt service on the Bonds in the applicable Bond Fund[, or available for payment of the Expo Center Bonds in the Revenue Fund, the Capitalized Interest Fund, or the Room Tax Stabilization Fund] pursuant to the respective Indentures (including, without limitation, any investment earnings on the trust funds under the respective Indentures available for such purpose);

(d) The obligation of the County to pay Rents shall be subject to the conditions described in Section 3.17 but shall not otherwise be subject to any diminution by set-off, counterclaim, abatement, suspension, or defense.

(e) The County shall notify the Authority and the Trustee in writing of any failure by the County to include in its annual budget provision for the payment of any Base Rents, Additional Rents, or other amounts to become due hereunder during the fiscal period to which such budget applies.

(f) The Authority and the County agree and acknowledge that the Leasehold Property is being leased at its fair market value, giving consideration to the requirements set forth in Section 2.02.

Section 3.03 Taxes Imposed on Leasehold Property.

The County agrees to pay from available appropriations an amount equivalent to any and all *ad valorem* taxes and special assessments and other similar impositions assessed or levied or imposed by any taxing authority against the Leasehold Property or the interest of the Authority therein. Payment of such amounts shall be made by the County to the Authority upon presentation by the Authority to the County of the bills for such taxes, assessments, or other impositions or upon the furnishing of proof that such taxes, assessments, or other impositions are due and owing. Payment of any tax shall not be required so long as the County is contesting such tax in good faith and by appropriate proceedings.

Section 3.04 Taxes Imposed on Rentals.

The County agrees to pay from available appropriations an amount equivalent to any tax or excise on rentals or other taxes, however described, levied, assessed, or imposed by the State of Wisconsin or any political subdivision or any taxing authority thereof against the Authority or the rentals provided hereunder, but only to the extent of the amount thereof which is lawfully levied, assessed, or imposed as a direct result of the Authority's ownership of the Leasehold Property and the occupancy thereof by the County or of this Lease or of the rental accruing hereunder. Payment of such amounts shall be made by the County to the Authority upon presentation by the Authority to the County of the bills for such taxes or excises on such rents or upon the furnishing of proof that such taxes or excises on such rents are due and owing. Payment of any tax shall not be required so long as the County is contesting such tax in good faith and by appropriate proceedings.

Section 3.05 Taxes Imposed on Income.

The County agrees to pay from available appropriations an amount equivalent to any franchise, succession, capital levy, or transfer tax, or any income, excess profits, or revenue tax, or any other tax, assessment, charge, or levy upon the rent payable by the County pursuant to this Lease, but only to the extent of the amount thereof which is lawfully levied, assessed, or imposed upon the Authority. Payment of such amount shall be made by the County to the Authority upon presentation by the Authority to the County of the bills for such tax, assessment, charge, or levy or upon the furnishing of proof that such tax, assessment, charge, or levy is due

and owing. Payment of any tax shall not be required so long as the County is contesting such tax in good faith and by appropriate proceedings.

Section 3.06 Pledge and Assignment to Trustee.

Simultaneously with the delivery of this Lease, the Authority shall pledge and assign to the Trustee[s] under [each] Indenture all the Authority's right, title, and interest in and to this Lease and all the Authority's rights to receive payments hereunder; *provided, however*, that the Authority shall reserve the right to enforce the Unassigned Rights in its own name and for its own account. The County hereby consents to such pledge and assignment and agrees that [each] Trustee may enforce any and all rights, privileges, and remedies of the Authority (other than the Unassigned Rights) under or with respect to this Lease as and to the extent provided in the applicable assignment. The Trustee shall not by such pledge and assignment be deemed to have assumed the obligations of the Authority hereunder and shall have no obligations hereunder except as expressly provided herein or in the Indenture.

Section 3.07 Debt Service on Bonds.

The Authority covenants and agrees to use and apply the Rents payable hereunder to pay the principal of, premium, if any, and interest on the Bonds at the times and in the manner provided in the Indentures.

Section 3.08 Investment of Bond Funds.

The Authority authorizes the County, in its stead, to direct the investment of moneys in trust funds established in each Indenture, subject to the restrictions therein.

Section 3.09 Fees of Trustee.

The County agrees to pay all fees and expenses of each Trustee for its services under the applicable Indenture, including, but not limited to, fees for any rebate determination provided as described in Section [9.03] of the Expo Center Indenture [and as described in Section [] of the Resch Center Indenture] in the event there are insufficient funds for such purpose in the Revenue Fund or the Room Tax Stabilization Fund as provided in Sections [8.03] and [8.08] of the Expo Center Indenture [and as provided in Sections [] and [] of the Resch Center Indenture].

Section 3.10 Payment of Costs and Expenses.

If the County defaults under any provisions of this Lease, and the Authority or a Trustee, or both, employ attorneys or incur other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of the County herein contained, then the County agrees that it will on demand therefor pay to the Authority or such Trustee, as the case may be, the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority or such Trustee.

Section 3.11 Performance for Authority Under Indentures.

The Authority agrees that the County may, but shall not be obligated to, perform any such acts and do all such things in the place and stead of the Authority as the County shall deem necessary to prevent or correct any "default" or "event of default" caused or about to be caused by the Authority under either Indenture.

Section 3.12 Not Debt.

Notwithstanding anything to the contrary herein contained by implication or otherwise, the obligations of the County created by, or arising out of, this Lease shall not be general debt obligations of the County.

Section 3.13 Prepayment.

The Authority authorizes the County, in its place and stead, to call any of the Bonds for optional redemption prior to maturity, in whole or in part, pursuant to the terms and conditions of the Indenture; *provided, however*, that the County shall prepay the applicable Rents hereunder so that such Rents suffice to pay the principal of, and premium, if any, and interest on, such Bonds due on the date of redemption. The County agrees that, without the consent of the Authority, it shall not make any prepayments of Rents due under this Lease without calling for redemption Bonds having a redemption price equal to the amount of such prepayment.

Section 3.14 Repairs and Maintenance.

The County covenants and agrees throughout the term of this Lease to maintain the Leasehold Property and keep the same in as good order and condition (reasonable use and wear thereof excepted) and will promptly make or cause to be made all necessary repairs, interior and exterior, structural and nonstructural. When used in this Section 3.14, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by the County shall be at least equal in quality and class to the original work.

Section 3.15 Utilities.

The County agrees to pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service, or any other service used, rendered, or supplied upon or in connection with the Leasehold Property during the term of this Lease and to protect the Authority and save it harmless against any liability or damages on such account. The County shall also procure any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Leasehold Property of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such services to and upon the Leasehold Property.

Section 3.16 Title.

The Authority represents and warrants to the County that the Authority has good and marketable title to the Leasehold Property subject to no liens or encumbrances other than Permitted Encumbrances.

Section 3.17 Quiet Enjoyment.

The Authority covenants that the County shall have Quiet Enjoyment of the Leasehold Property, free from hindrance or disturbance by the Authority or by anyone claiming by, through or under the Authority. The obligation of the County to pay Base Rents and Additional Rents and other amounts due under this Article III shall be on the condition that, and shall accrue only as, this Lease shall remain in effect without termination as provided in Sections 3.01 and 6.03.

ARTICLE IV

COVENANTS OF COUNTY

Section 4.01 Improvements.

The County agrees that the value received from the Authority is fair and reasonable in relation to the obligations of the County hereunder. As between the Authority and the County, the County assumes all responsibilities and shall bear all risks relating to the operation and maintenance of the Leasehold Property.

Section 4.02 Public Liability Insurance.

The County shall maintain or cause to be maintained general public liability insurance against all claims for personal injury, death, or property damage for which the Authority or County might be liable, occurring upon, in, or about the Leasehold Property or any buildings, facilities, sidewalks, streets, and passageways therein or thereon; such insurance to afford protection to the Authority and the County to the limit of not less than \$1,000,000 per occurrence in respect of personal injury and death and property damage, or such other limits as may be mutually agreed upon. The County shall provide the Authority and the Trustee with a certificate of insurance naming the Authority and the Trustee as additional insureds and providing 30 days' notice of cancellation.

The County specifically reserves and does not waive its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Chapter 893 of the Wisconsin Statutes and related statutes.

Section 4.03 Hazard Insurance.

(a) The County shall cause any improvements, buildings, and structures and contents thereof that are part of the Leasehold Property as are typically insured by the County (including construction in progress), if any, to be continually insured during the term of this Lease against damage or destruction by fire, windstorm, and any other loss or damage customarily insured in connection with comparable property, in an amount equal to 100% of the insurable value of such property. Each such insurance policy shall contain a clause making all losses payable to the Trustee[s] and shall contain a replacement cost endorsement. The County shall provide the Authority and the

Trustee[s] with a certificate of insurance (naming the Authority as owner, and the Trustee[s] as mortgagee and loss payee) and providing 30 days' notice of cancellation. During the construction of the Expo Center, the County shall cause to be maintained in effect all risk coverage in the full amount of the construction contract and all soft costs. All insurance policies required herein shall be obtained from an insurance company with A.M. Best rating of A-VIII or better.

(b) In case of damage, loss, or destruction of the Leasehold Property, or any part thereof, or any fixtures or equipment thereof, the proceeds of any insurance which pertains to such premises, fixtures and equipment shall be paid, deposited, used, and applied as provided in Sections 6.02 and 6.03 hereof.

(c) In consideration of the provisions of this Lease giving and granting to the County exclusive possession, custody, and control of the Leasehold Property, the County hereby assumes all risks in connection with any damage, loss, or destruction of the Leasehold Property, or any part thereof, or any fixtures or equipment thereof from any and all causes whatsoever, and, in the event of any such damage, loss, or destruction, the County covenants and agrees to repair, restore, rebuild, or replace the same to a good and tenantable condition, either from the proceeds of insurance as provided above in this Section 4.03 or, to the extent such proceeds of insurance are insufficient or unavailable therefor, from available appropriations of moneys derived from other sources.

Section 4.04 Compliance with Laws and Regulations.

The County agrees that throughout the term of this Lease, it will promptly comply with all laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and local governments and agencies and departments thereof which are applicable to the County and the Leasehold Property, and whether or not the same require structural repairs or alterations, which may be applicable to the Leasehold Property, the fixtures, or equipment thereof, or the sidewalks, curbs, and parking areas adjoining the Leasehold Property, or the use or manner of use of the Leasehold Property. The County will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Leasehold Property and the fixtures and equipment thereof.

Section 4.05 Alterations and Additions.

The County shall have the right at any time and from time to time during the term of this Lease, without liability to the Authority, to make such changes, alterations, and additions, structural or otherwise, to the Leasehold Property and the fixtures and equipment thereof, now or hereafter located on the Leasehold Property, as the County shall deem necessary or desirable in connection with the use of the Leasehold Property (but subject to the terms of the Cooperation Agreement). All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leasehold Property or the rental value thereof. The cost of any such change, alteration, or addition shall be promptly paid and discharged so that the Leasehold Property shall at all times be free of liens for labor and materials supplied with respect to the Leasehold Property. All alterations and improvements to the Leasehold Property shall be and become a part of the Leasehold Property; *provided, however,*

that any and all trade fixtures and equipment installed by the County (or any person claiming under the County), if any, may be replaced at any time during the term of this Lease and may be removed at the expiration or sooner termination of this Lease, *provided*, that the County, at its cost and expense, repairs any damage to the Leasehold Property caused by such removal.

Section 4.06 Covenant Against Waste.

The County covenants not to do or suffer or permit any waste or damage, disfigurement, or injury to the Leasehold Property or any building or improvement now or hereafter on the Leasehold Property or the fixtures or equipment thereof.

Section 4.07 Debt Service Reserve Fund.

Simultaneously with the issuance and sale of the Series 2019 Expo Center Bonds, a deposit will be made to the Debt Service Reserve Fund so that the balance in the Debt Service Reserve Fund is equal to the Debt Service Reserve Fund Requirement. Money on deposit in the Debt Service Reserve Fund will be used to make up any deficiencies in the Bond Fund and for the other purposes as provided in the Expo Center Indenture.

In the event the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement:

(a) On any date as a result of a transfer from the Debt Service Reserve Fund to the Bond Fund due to a deficiency in said account, then the County agrees to deposit amounts sufficient to make up the deficiency in six substantially equal monthly installments beginning with the first day of the month succeeding the receipt of notice from the Trustee that the deficiency occurred; or

(b) For any other reason, including a determination on a Valuation Date (as defined in the Indenture) that the market value of the securities then on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement, then the County agrees to deposit in the Debt Service Reserve Fund amounts sufficient to make up the deficiency, to the extent moneys are not available for such purpose in the Room Tax Stabilization Fund, within 90 days following the date on which the County received notice of the deficiency.

ARTICLE V

SUBLETTING AND ASSIGNMENT

Section 5.01 Subletting and Assignment.

(a) The County may sublet the Leasehold Property or any part thereof and may assign or otherwise transfer all of its right and interest hereunder provided that:

(1) Each such sublease, transfer or assignment shall not be inconsistent with Section 2.02 or any other provisions of this Lease,

- (2) No assignment, transfer or sublease shall affect or reduce any of the obligations of the County under this Lease and the County shall not be released from this Lease but all obligations of the County hereunder shall continue in full force and effect as the obligations of the principal and not of the guarantor or surety,
- (3) The County shall give the Authority prior written notice of any such proposed assignment, transfer, or sublease,
- (4) If any Tax-Exempt Bonds are then outstanding, the County shall have provided the Authority with a written opinion of nationally recognized municipal bond counsel to the effect that sublease, transfer or assignment shall not adversely affect the exclusion of the interest on the such Tax-Exempt Bonds from gross income for federal income tax purposes; and
- (5) No assignment shall occur by operation of law.

(b) Except as permitted in this Section 5.01 and except for Permitted Encumbrances and the assignment of this Lease to the Trustees [and the mortgage of the Leasehold Property to one or more Trustees], so long as any Bonds of the Authority are outstanding, neither the Authority nor the County shall mortgage, assign or pledge its interests in the Leasehold Property or any rents payable with respect thereto.

Section 5.02 Priority of Lease.

No sublessee or assignee of the Leasehold Property shall mortgage, assign or pledge its interest in the Leasehold Property or any rents payable with respect thereto.

ARTICLE VI

CERTAIN CONDITIONS OF LEASE

Section 6.01 Notice of Condemnation or Destruction.

In the event of any condemnation, inverse condemnation, damage, loss, or destruction affecting the Leasehold Property, the County shall promptly, and in any event within 90 days, thereafter file a certificate with the Authority and the Trustee indicating whether the same is a Material Disturbance. If there is a Material Disturbance, such certificate shall attach the resolution(s) referred to in the definition of "Material Disturbance" in Section 1.01 hereof and in Section 6.03 hereof. If such certificate is not timely filed, then the condemnation, inverse condemnation, damage, loss, or destruction shall not be deemed to be a Material Disturbance for purposes of this Lease.

Section 6.02 Condemnation or Damage.

(a) In the event of any condemnation, inverse condemnation, damage, loss, or destruction affecting the Leasehold Property which does not result in a Material

Disturbance, all condemnation and insurance proceeds shall be paid to the Trustee for deposit into the Condemnation and Insurance Proceeds Fund established under the applicable Indenture(s), and applied at the direction of the County either (i) to the replacement, repair, restoration, or rebuilding of the Leasehold Property as promptly as possible to a condition substantially equivalent to that existing prior to such condemnation or casualty or (ii) to the redemption of applicable Bonds (to the extent they may be redeemed under the related Indenture) and related prepayment of Base Rents, without replacement, repair, or restoration. To the extent that such proceeds are not used to redeem Bonds, all such proceeds shall be deposited with the applicable Trustee to be held for disbursement in payment or reimbursement of the costs of such replacement, repair, or restoration, and the term hereof and the Base Rents and other payments due hereunder shall continue without modification.

(b) In the event of any condemnation, inverse condemnation, damage, loss, or destruction affecting the Leasehold Property which results in a Material Disturbance, (i) if the County has exercised its right to terminate this Lease as provided in Section 6.03, all condemnation and insurance proceeds shall be paid to the Trustee for deposit into the Condemnation and Insurance Proceeds Fund established under the applicable Indenture(s), shall be the property of the Authority and shall be applied to the redemption of the Bonds as provided in Section 6.03 hereof; or (ii) if the County has not so exercised its right to terminate this Lease, then all condemnation and insurance proceeds shall be paid, deposited, and applied as provided in subsection (a) above, and the term hereof and the Base Rents and other payments due hereunder shall continue without modification.

(c) Any application of condemnation or insurance proceeds pursuant to clause (ii) of subsection (b) above shall be deemed an irrevocable election by the County not to exercise any right it may have to terminate this Lease under Section 6.03 as a result of the condemnation, inverse condemnation, damage, loss, or destruction giving rise to such proceeds.

Section 6.03 Material Disturbance; Termination of Lease.

In the event of a Material Disturbance, and provided the County has timely complied with the provisions of Section 6.01, the County shall have the right to terminate this Lease; *provided, however*, that the County may exercise such right only upon the County Board's adoption of a resolution determining such Material Disturbance to be just cause for the termination of this Lease, taking into account findings, which shall be set forth in such resolution, as to the effect of a Lease termination on the purposes of the Redevelopment Plan and the County's credit rating and reputation, possible alternative courses of action, and any other matters affecting the public interest. Upon the County's exercise of such right, the Bonds shall be called for redemption in accordance with the Indentures, and this Lease shall terminate on the date fixed for redemption, at which time the Authority may retake full title and possession of the Leasehold Property, subject to Permitted Encumbrances.

Section 6.04 Merger of Interest.

It is mutually agreed by the parties hereto that so long as any of the Bonds are outstanding, the leasehold interest and estate created by this Lease shall not be merged or deemed to be merged with any reversionary interest or estate of the County in the Leasehold Property.

Section 6.05 Right to Inspect.

The County covenants and agrees to permit the Authority, the Trustee, and their respective authorized agents and representatives to enter the Leasehold Property at all times during usual business hours for the purpose of inspecting the same.

Section 6.06 Surrender of Right of Reentry and Acceleration.

The Authority for itself and its successors and assigns hereby waives, surrenders, relinquishes, and releases, during the term of this Lease, any and all rights of reentry, or to retake possession of, or to evict the County from its tenancy of, the Leasehold Property, or to accelerate the payment of Rents or any other amounts due hereunder, and hereby covenants and agrees not to exercise any such right in the event of the failure of the County to make payment of the Rents or any other amounts due hereunder or in the event of any other default or defaults hereunder by the County. The only remedies of the Authority in such event shall be legal proceedings to collect such Rents or other amounts due hereunder and to require performance by the County of its obligations hereunder.

Section 6.07 Character of Lease.

It is mutually agreed that this is an absolutely "net" lease and notwithstanding any language herein to the contrary, it is intended, and the County expressly covenants and agrees, that all Rents and other payments herein required to be made by the County to the Authority shall be made without notice or demand and without set-off (except with respect to credits expressly provided for in Section 302(c) hereof), counterclaim, suspension, deduction, or defense, and shall be net payments to the Authority, meaning that the Authority is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring, or protection of the Leasehold Property or any part thereof, all such obligations being the responsibility of the County.

Section 6.08 Condition of Premises.

The County shall at all times fully familiarize itself with the physical condition of the Leasehold Property and the improvements, fixtures and equipment thereof. The Authority makes no representations whatsoever in connection with the condition of the Leasehold Property, and the Authority shall not be liable for any latent or patent defects therein.

Section 6.09 Consent to Suit.

The County hereby consents and agrees to the institution of any and all actions, including mandamus, against the County or any of its officers which may arise out of this Lease, and, to the extent permitted by law, the County waives resort prior to the bringing of any such action by the Authority, as lessor hereunder, or its assignee to any administrative claim procedure provided in the Wisconsin Statutes; it being expressly understood that this Lease is solely a municipal obligation and that no personal liability whatever shall attach to, or is or shall be incurred by, the officers of the County. Upon the occurrence of a default hereunder, to the extent that such rights may then lawfully be waived, neither the County nor anyone claiming through it or under it shall set up, claim, or seek to take advantage of any moratorium, stay, extension, or redemption laws now or hereafter in force to prevent or hinder the enforcement of this Lease, but the County for itself and all who may claim through or under it hereby waives, to the extent that it lawfully may do so, the benefit of all such laws to which it may be entitled by law.

Section 6.10 Option to Purchase Leasehold Property.

Upon the termination of this Lease, except for termination under Section 6.03, either the County or its assignee, shall have, and is hereby granted, an option to purchase all the Authority's right, title and interest in and the Leasehold Property for a price of \$100 [in furtherance of the Option Agreement, dated as of December 1, 1999, by and between the Authority and the County]. Such option may be exercised at any time beginning upon the full and final retirement of all of the Bonds (or provision therefor in accordance with the Indentures) and continuing thereafter until the lapse of 90 days following written notice to the County from the Authority stating that such option shall expire unless exercised on or prior to such lapse date. In the event this Lease shall be terminated under Section 6.03, the County shall have no option hereunder to purchase the Leasehold Property.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Amendments.

This Lease shall not be effectively amended, changed, modified, altered, or terminated (except as provided in Sections 3.01 or 6.03 hereof) without the concurring written consent of the Trustee and no modification, alteration or amendment to this Lease shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto. Notwithstanding the foregoing, no consent of the Trustee shall be necessary to amend Exhibit C to reflect revisions to the schedule of Base Rents as provided in Section 3.02(a)(1) or (2) hereof.

Section 7.02 Successors.

Except as limited or conditioned by the express provisions hereof, the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 7.03 Governing Law.

The laws of the State of Wisconsin shall govern this Lease.

Section 7.04 Captions.

The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Lease.

Section 7.05 Counterparts.

This Lease may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 7.06 Notices.

All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, or when sent by first class mail, email, or overnight delivery service and addressed as follows:

If to the County:

Brown County
Attention: Director of Administration
305 East Walnut Street
Green Bay, Wisconsin 54305
Telephone: (920) 448-4035
Email: weininger_cj@co.brown.wi.us

If to the Authority:

Community Development Authority of the Village of Ashwaubenon
Attention: Secretary
2155 Holmgren Way
Green Bay, Wisconsin 54304
Telephone: (920) 492-2320
Email: aswanson@ashwaubenon.com

If to the Trustee:

Associated Trust Company, National Association
Attention: Mr. Eric Wied
Corporate Trust Administration
200 North Adams Street
Green Bay, Wisconsin 54301
Telephone: (920) 433-3275
Email: eric.wied@associatedbank.com

The Authority, the County, and the Trustee, may from time to time, designate in writing to the other parties a different address to which notices shall be sent.

Each notice, certificate, or other communication given hereunder by either the County or the Authority shall also be concurrently given to the Trustee, to Robert W. Baird & Co. Incorporated, as underwriter for the Series 2019 Bonds, and to the underwriter for each series of Additional Bonds.

Section 7.07 Severability.

If any provisions of this Lease shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or Sections or subsections in this Lease contained shall not affect the remaining portions of this Lease, or any part thereof.

Section 7.08 Recording.

Either party hereto may record this Lease, or a memorandum or short form hereof executed by both of such parties, in the office of the Register of Deeds for Brown County, Wisconsin. If this Lease (or a memorandum or short form hereof) is so recorded, then such recording party hereby agrees to record each and every amendment hereto entered into by the parties hereto (or a memorandum or short form thereof executed by both of such parties).

[Signature Page Follows]

IN WITNESS WHEREOF, the Brown County, Wisconsin, has caused this Lease to be executed by its County Executive and Clerk and its corporate seal affixed, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin has caused this Lease to be executed by its Chairperson and Secretary and its corporate seal affixed, if any, all as of the date first written above.

BROWN COUNTY, WISCONSIN

[SEAL]

By _____
Troy Streckenbach
County Executive

And _____
Sandra L. Juno
County Clerk

COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON, WISCONSIN

[SEAL]

By _____

Chairperson

By _____

Secretary

[Signature Page to Lease]

STATE OF WISCONSIN

)

)SS

COUNTY OF BROWN

)

On June _____, 2019, before me, a Notary Public in and for said County, personally appeared Troy Streckenbach and Sandra L. Juno, to me known to be the persons who executed the foregoing instrument and to me known to be the County Executive and the Clerk of Brown County, Wisconsin (the "County"), and acknowledged that they executed the foregoing instrument as such officers; that they know the seal of the County; that the seal affixed to said instrument is the seal of the County; that said instrument was signed and sealed on behalf of the County by authority of its governing body pursuant to resolution passed and approved; and that said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of the County by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature: _____

Name Printed: _____

Notary Public, Brown County, Wisconsin

My commission expires: _____

[SEAL]

[Notary Page to Lease]

STATE OF WISCONSIN

)

)SS

COUNTY OF BROWN

)

On June _____, 2019, before me, a Notary Public in and for said County, personally appeared _____ and _____, to me known to be the persons who executed the foregoing instrument and to me known to be the Chairperson and the Secretary of the Community Development Authority of the Village of Ashwaubenon, Wisconsin, a public body and a body corporate and politic (the "Authority"), and acknowledged that they executed the foregoing instrument as such officers; that said instrument was signed by them as such officers of and on behalf of the Authority; and that said persons acknowledged the execution of said instrument to be that free and voluntary act and deed of the Authority by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature: _____

Name Printed: _____

Notary Public, Brown County, Wisconsin

My commission expires: _____

[SEAL]

This instrument was drafted by and should be returned to David B. Ryan, Foley & Lardner LLP,
777 East Wisconsin Avenue, Milwaukee, WI 53202-5307

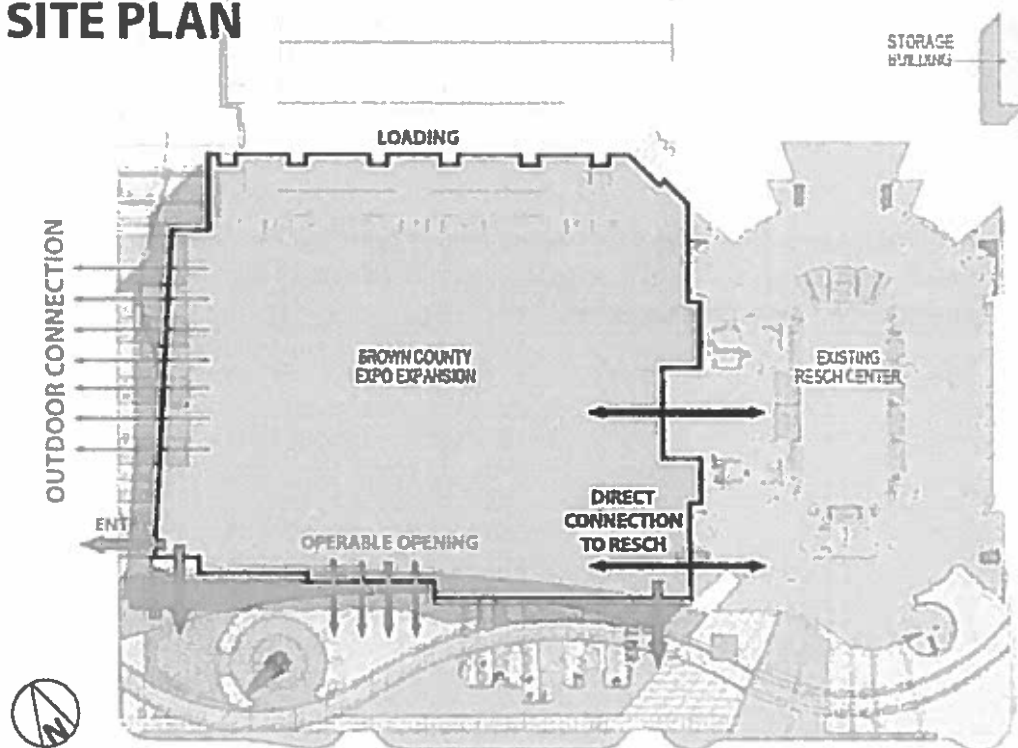
[Notary Page to Lease]

EXHIBIT A-1

LEASEHOLD PROPERTY

The Brown County Expo Center (the “Expo Center”) [floor will be approximately 127,000 square feet, with the ability to be divided into three halls. On the first level, there will be more than 20,000 square feet of pre function space and about 19,000 square feet of storage space. Meeting rooms, office space, and a party deck will be on the second-level space.] The Expo Center will connect directly to the Brown County Resch Center and will include a new promenade that will piece the entire stadium district together.

SITE PLAN



The real estate referred to in the preceding paragraph is the following real estate located in the Brown County, Wisconsin:

Parcel Numbers:

EXHIBIT A-2

LEASEHOLD PROPERTY CONTINUED

The Brown County Resch Center (the "Resch Center") is a 10,200 seat multi-purpose arena in the Village located across the street from Lambeau Field and to which the Expo Center will be connected as shown in Exhibit A-1. It is the home of the University of Wisconsin-Green Bay Phoenix men's basketball team, the Green Bay Gamblers ice hockey team, and the Green Bay Blizzard indoor football team. The Resch Center also has the capability of a more intimate configuration designed for shows with capacities from 3,000 to 5,500. An elaborate floor-to-ceiling, curtain system allows the venue to be transformed into an intimate setting of the Resch Center that can be used for theater style concerts, Broadway shows, and other events. The Resch Center was named for executive Dick Resch of a local office furniture company KI Industries.

The real estate referred to in the preceding paragraph is the following real estate located in the Brown County, Wisconsin:

Lot 1, Volume 39 Certified Survey Maps, page 183, being part of Lot 9, Morris & Bromley's Subdivision of the South ½ of Private Claim 13, West, and part of Private Claim 14, West, in the Village of Ashwaubenon, Brown County, Wisconsin.

Parcel Number: VA-41-6

EXHIBIT B

PERMITTED ENCUMBRANCES

1. **The Redevelopment Plan**
2. **Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.**
3. **Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the Leasehold Property, whether assessed or charged before or after the date of this Lease.**
4. **Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.**
5. **Rights or claims of parties in possession not shown by the public records.**
6. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title that would be disclosed by an accurate and complete land survey of the Leasehold Property.**
7. **Easements or claims of easements not shown by the public records.**
8. **Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road purposes.**
9. **Any claim of adverse possession or prescriptive easement.**
10. **Liens, encumbrances, covenants, conditions, restrictions, rights and interests, and other items which do not materially interfere with the intended use of the Leasehold Property as set forth in the Lease, or with the substantial realization of the intended benefits and public purposes of the Leasehold Property as set forth in the Redevelopment Plan.**
11. **[Rights under the Management Agreement, dated _____, 2019, by and between the County and [PMI Entertainment Group].]**

EXHIBIT C

SCHEDULE OF BASE RENTS

[Attached]

EXHIBIT D

IMPROVEMENTS

1. Acquisition of land, site improvements, construction, and furnishing of the Expo Center and the Resch Center.
2. Miscellaneous related costs, including, but not limited to, site grading, landscaping, fencing, sidewalk and walkways, utility lines, and planning, engineering, and other administrative costs

April 17, 2019

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION AUTHORIZING GRANT APPLICATION TO THE WI DNR
IN ORDER TO ACQUIRE APPROXIMATELY 4.54 ACRES OF LAND
ON NICOLET DRIVE FOR A PUBLIC SAFE HARBOR BOAT LANDING**

WHEREAS, on May 23, 2017, the Brown County Board of Supervisors adopted the Parks and Outdoor Recreation Plan 2017-2022 (the Plan); and

WHEREAS, the Plan recommends preserving and managing the natural, historical and cultural resources of Brown County, improving water access, and acquiring property in furtherance of these goals; and

WHEREAS, Brown County desires to acquire approximately 4.54 acres of land at 3251, 3263-3265, and 3279 Nicolet Drive, Green Bay, Wisconsin (a/k/a Parcel Numbers 22-64, 22-65, and 22-66-1, respectively); and

WHEREAS, the discharge of firearms is prohibited where these three parcels of land are located by the City of Green Bay Municipal Code, Section 27.603 (1)(a), and if these three parcels are acquired by Brown County, then Brown County will not allow hunting to occur as a permitted use of these three parcels; and

WHEREAS, this land acquisition would provide the best and possibly last opportunity for a safe harbor public boat landing in the lower bay, which lends access to 66 square miles of open water from the Brown County line to the mouth of the Fox River, and this area is currently serviced by only three developed launch sites, with only one as a designated safe harbor of refuge; and

WHEREAS, the County Parks Department is interested in applying for grants to assist in the acquisition and future development of these three parcels.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby: 1) Directs that the County Parks Department pursue the acquisition of these three parcels (Parcel Numbers 22-64, 22-65, and 22-66-1), and that if said parcels are acquired by Brown County, that hunting will not be allowed on said parcels; and 2) Specifically authorizes the County Parks Department to take any and all action necessary to submit a grant application to the WI DNR, on behalf of Brown County, through the Wisconsin Department of Natural Resources Knowles-Nelson Stewardship Federal Land and Water Conservation Fund Program.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The grant provides 50% of land acquisition costs and the remaining 50% acquisition cost and improvements would be borne by county and/or additional donations and grants.

Respectfully submitted,

EDUCATION AND RECREATION
COMMITTEE
EXECUTIVE COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

19-031R

Authored by Parks Department

Approved by Corporation Counsel

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSEN	18				
KNEISZEL	19				
DESLAURIERS	20				
TRAN	21				
MOYNIHAN, JR.	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

PARKS

Brown County

P.O. BOX 23600
GREEN BAY, WI 54305-3600



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

ASSISTANT PARKS DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 03.12.2019
REQUEST TO: EDUCATION AND RECREATION; EXECUTIVE COMMITTEE
MEETING DATE: 03.28.2019 & 4.8.2019, Respectively
REQUEST FROM: Matt Kriese
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

**TITLE: RESOLUTION AUTHORIZING GRANT APPLICATION TO THE WI DNR
IN ORDER TO ACQUIRE APPROXIMATELY 4.54 ACRES OF LAND
ON NICOLET DRIVE FOR A PUBLIC SAFE HARBOR BOAT LANDING**

ISSUE/BACKGROUND INFORMATION:

Based on a communication received by Supervisor Erickson, as well as a Safe Harbor Study and user feedback the Parks Department has investigated the acquisition of the properties located at 3251,3263-3265, and 3279 Nicolet Drive, Green Bay. The current site is the former Eagles Nest Supper Club and has a developed breakwater with direct bay access and parking facilities. County Board approval is necessary to apply for a WI Department of Natural Resources Grant through the Knowles-Nelson Stewardship Fund or the Land & Water Conservation Fund. This resolution provides the authorization to apply for up to 50% of funding for this potential acquisition.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$1,963,500 – current fair market value per Green Bay
2. Is it currently budgeted? ☐ Yes ☒ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
 - b. If no, how will the impact be funded? This grant would provide 50% of the funding for the purchase price. Other grants will be investigated along with other alternative revenue to fund the remaining portion of this land acquisition and any improvements. An appraisal of the property is in progress.
 - c. If funding is from an external source, is it one-time ☒ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

x COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

April 17, 2019

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE
HEALTH AND HUMAN SERVICES DEPARTMENT – COMMUNITY SERVICES
ADDITION OF ONE CLTS SOCIAL WORKER/CASE MANAGER

WHEREAS, the Children's Long Term Support unit (CLTS) of the Brown County Health and Human Services Department – Community Services Division (the Department) provides assistance for families to keep their child with a disability at home; and

WHEREAS, the Department desires to add one (1.00) FTE Social Worker/Case Manager Position to its Table of Organization in order to provide mandated services to clients that are coming off a secondary waitlist established by the Wisconsin Department of Health Services (DHS); and

WHEREAS, there are sufficient funds available from DHS to add this position; and

WHEREAS, Human Resources, in conjunction with the Department, recommends the following changes to the Department's Table of Organization: the addition of a (1.00) FTE Social Worker/Case Manager position in pay grade I of the Classification and Compensation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the following changes to the Health and Human Services Department – Community Services Division Table of Organization are hereby approved, as stated in the Budget Impact section of this Resolution and as follows: Add (1.00) FTE Social Worker/Case Manager position in pay grade I of the Classification and Compensation Plan; and

BE IT FURTHER RESOLVED, that, should the funding for this Position end, said Position will end and be eliminated from the Department's Table of Organization.

Budget Impact:

Health and Human Services – Community Services

Partial Budget Impact (5/01/19 – 12/31/19)	FTE	Addition /Deletion	Salary	Fringe	Total
Social Worker/Case Manager (CLTS) \$23.70/hr Position # TBD Hours: 1,957.50	1.0	Addition	\$31,226	\$13,943	\$45,169
Reimbursement from State of Wisconsin DHS					\$(45,169)
Partial Budget Impact					\$0

Annualized Budget Impact	FTE	Addition /Deletion	Salary	Fringe	Total
Social Worker/Case Manager (CLTS) \$23.70/hr Position # TBD Hours: 1,957.50	1.0	Addition	\$46,393	\$20,715	\$67,108
Reimbursement from State of Wisconsin DHS					\$(67,108)
Annualized Budget Impact (net impact of position changes)					\$0

Fiscal Note: This resolution does not require an appropriation from the General Fund. The position will be funded through reimbursement from the Wisconsin Department of Health Services.

Respectfully submitted,

HUMAN SERVICES COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

 TROY STRECKENBACH
 COUNTY EXECUTIVE

Date Signed: _____

19-027R

Authored by Human Resources

Approved by Corporation Counsel's Office

HUMAN RESOURCES

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 3-1-2019
REQUEST TO: Human Services, Executive, and County Board
MEETING DATE: 3/27/19, 4/8/19 and 4/17/19, respectively
REQUEST FROM: Erik Pritzl
Director, Health and Human Services

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE HEALTH AND HUMAN SERVICES DEPARTMENT – COMMUNITY SERVICES ADDITION OF ONE CLTS SOCIAL WORKER/CASE MANAGER

ISSUE/BACKGROUND INFORMATION:

The department is requesting changes to the Table of Organization to support the addition of a Children's Long Term Support (CLTS) Case Manager within Health and Human Services-Community Services. The addition of this position is necessary to provide services to clients mandated to be served that are coming off a secondary waitlist established by Wisconsin Department of Health Services (DHS) requirements. This position was not sought earlier as we needed to wait to ascertain what funds are being made available through DHS. There are sufficient funds available as part of the administrative costs allocated to Brown County Department of Health & Human Services.

ACTION REQUESTED:

Add 1.0 Social Worker/Case Manager

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$(0)
2. Is it currently budgeted? ☐ Yes ☒ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? Reimbursement from the Children's Long Term Support Administrative funds (state funded)
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☒
3. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

AS AMENDED AT 04-03-2019 ADMINISTRATION COMMITTEE MEETING

**AN ORDINANCE TO AMEND SECTION 3.11 OF CHAPTER 3
OF THE BROWN COUNTY CODE OF ORDINANCES
(OUT OF COUNTY TRAVEL EXPENSE REIMBURSEMENT)**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 3.11 of Chapter 3 is hereby amended as follows:

3.11 OUT OF COUNTY TRAVEL EXPENSE REIMBURSEMENT. The travel expense reimbursement as outlined below applies to employees of the county except that the Brown County Board of Supervisors shall continue to receive mileage reimbursement as provided in Chapter 59.03(3), Wisconsin Statutes.

(3) Policy. (a) This directive sets forth county policy with respect to travel expenses. When collective bargaining contracts are in existence, the provisions in the contract regarding travel expenses will take precedence over this directive. Further, it shall be policy that all employee reimbursement for travel shall be through the payroll system where applicable.

(p) Cash Advances. Cash advances are not allowed for travel, ~~except for County Board members.~~ However, ~~a~~airfares, hotel/motel, and registration fees may be paid directly, in advance, through the Finance Department. If the Finance Department expends funds at the request of and on behalf of a County Board Supervisor to cover airfare, hotel/motel, and/or registration fees for an event, and if the Supervisor then does not attend the event, then the Supervisor or designee shall provide a written Reason for Non-Attendance to the County Board Chairperson, within 5 business days of the start of the event. If the County Board Chairperson determines, at his or her sole discretion, that the Reason for Non-Attendance is not an valid/excusable reason (e.g., that non-attendance was not due to circumstances beyond the control of the Supervisor, and was instead due to Supervisor mistake or neglect), or if no reason for non-attendance is provided within 5 business 30 days, then the Supervisor shall reimburse, or ensure that reimbursement is provided to, the Finance Department for funds expended at the request of and on behalf of the Supervisor regarding the event.

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

ADMINISTRATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

COUNTY EXECUTIVE (Date)

COUNTY CLERK (Date)

COUNTY BOARD CHAIR (Date)

19-0350

Authored by: Corp Counsel at request of Administration Committee

Approved by: Corporation Counsel

Fiscal Note: This amendment does not require an appropriation from the General Fund.

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
DESLAURIERS	20				
TRAN	21				
MOYNIHAN, JR.	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____